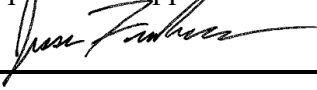


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Long Lake Lift Station Easement Agreements

BACKGROUND

As part of the 2023 sanitary sewer capital improvement plan, the Long Lake Lift station location on Long Lake Road, south of County Road D, is scheduled for replacement. It was designed in 2021 but was put on hold for construction until this year. The original lift station was built in 1967 and is in need of upgrades to the pumps and controls. Additionally, one of the major goals of the project is to relocate the lift station further away from the roadway. Currently, the lift station sits between the curb and the sidewalk, separated only by a guardrail. With the large amount of semi-truck traffic along Long Lake Road, the location makes it susceptible to damage from an out-of-control vehicle or a turning vehicle into the adjacent parking lot. A new location will also provide more room for safer maintenance to be performed on the lift station.

Staff worked with the 3070 Long Lake Road property owner, LLR Investments, LLC, to acquire a permanent easement for the new lift station and a temporary easement needed during construction. They are in agreement with the City acquiring easements for a value of \$10,000.

The City Attorney has drafted the easement documents.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The cost of the two easements is \$10,000. Future costs for the construction of the lift station are estimated to be \$355,000. All costs for the project will be funded from the sanitary sewer fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the easement agreement documents and the purchase of the easements from LLR Investments, LLC.

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve Memorandum of Understanding for easement acquisition at 2070 Long Lake
28 Road.

29 Motion to approve Permanent Utility Easement at 2070 Long Lake Road.

30 Motion to approve Temporary Construction Easement at 2070 Long Lake Road.

31 Motion to approve Construction Easement at 2070 Long Lake Road.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Memorandum of Understanding

B: Permanent Easement

C: Temporary Easement

D: Mortgage Consent

E: Location Map

MEMORANDUM OF UNDERSTANDING

City of Roseville

City Project No.: _____
 PID No.: 052923120006
 Fee Owner: LLR Investments, LLC

As of _____, 2023, LLR Investments, LLC, a Minnesota limited liability company, Owner of that certain property located at 3070 Long Lake Road, in the City of Roseville (the "City"), County of Ramsey, State of Minnesota, executed and delivered (i) a LIFT STATION UTILITY EASEMENT AGREEMENT and (ii) a TEMPORARY CONSTRUCTION EASEMENT (the "Easements")

This Memorandum is now made and entered as a memorandum of the agreement between the parties relating to the Easements. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner has been furnished with the approved estimate of just compensation for the property rights acquired by the City in connection with the Easements. The Owner understands that the property rights acquired by the City as described in the LIFT STATION UTILITY EASEMENT AGREEMENT are permanent and will be governed by the terms and conditions stated in the LIFT STATION UTILITY EASEMENT AGREEMENT.
2. In full compensation for the conveyance of the Easements to the City, the City shall pay the Owner \$9,000 for the LIFT STATION UTILITY EASEMENT AGREEMENT and \$1,000 for the TEMPORARY CONSTRUCTION EASEMENT. Owner understands that payment by the City is contingent upon City Council approval, verification of marketable title, and a lender consent, if needed. City understands that Owner's grant of the Easements is contingent upon the payment of the foregoing compensation to Owner.
3. In the event of a clerical error with respect to the Easements, the parties agree to cooperate in correcting the error including but not limited to resigning the easement documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Easements dated _____, 2023, and that these documents and agreements include all agreements between the parties with respect to the Easements.

Date: _____

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

Date: _____

LLR INVESTMENTS, LLC

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

LIFT STATION EASEMENT AGREEMENT

THIS AGREEMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee. Grantee joins herein to express its agreement to the provisions hereof which relate to Grantee's undertakings and responsibilities.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006), and legally described on Exhibit A attached hereto (the "Property").
- B. Grantor is willing to grant to Grantee an easement for the installation and maintenance of a wastewater lift station, according to the terms and conditions contained herein, and subject to Grantee's agreement to the provisions hereof.

Terms of Agreement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.
- 2. Grant of Lift Station Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over, under, across, and through the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area") for the sole purposes set forth in paragraph 3 below.

- 3. Scope of Easement.

3.1. The perpetual, non-exclusive easement granted herein is for the sole purposes of allowing Grantee, its contractors, agents and employees to enter and use the Easement Area for locating, constructing, reconstructing, operating, maintaining, inspecting, altering, removing and repairing a wastewater lift station and associated lift station facilities in the Easement Area. The Easement Area shall not be used by Grantee for any other purposes, including any other municipal or public utility purposes.

3.2. The easement granted herein includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in Grantee's reasonable judgment unreasonably interfere with the easement or lift station facilities of Grantee, its successors or assigns.

3.3. Grantee shall be responsible for installing and maintaining a perimeter fence and protective posts or barriers to prevent vehicles from entering the Easement Area and/or damaging the lift station facilities constructed by Grantee therein or at Grantee's request. Any such damage shall be repaired, and the lift station facilities shall be restored, at the sole cost and expense of Grantee. Grantor is hereby, and shall be, released from any and all claims for damage to the Easement Area or the lift station facilities located therein or thereon howsoever the damage may have been caused.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein, subject to the rights of the mortgagee holding the mortgage on the Property.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated as of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

GRANTEE:

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Dan Roe, Mayor, and Patrick J. Trudgeon, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
LIFT STATION UTILITY EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
LIFT STATION UTILITY EASEMENT**

Legal Description of the Lift Station Easement Area

A perpetual easement solely for lift station utility purposes, as set forth in the foregoing Agreement, over, under, across, and through that part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence North 29 degrees 35 minutes 14 seconds East along said westerly line, a distance of 22.00 feet to said point of beginning.

Depiction of the Lift Station Easement Area



TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006) and legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor at the request of grantee is willing to grant to Grantee a temporary construction easement (the “Easement”) according to the terms and conditions contained herein.

Terms of Temporary Construction Easement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
- 2. Grant of Temporary Construction Easement for Lift Station. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to a temporary construction easement which is legally described on Exhibit B and depicted on Exhibit C attached hereto (the “Easement Area”).
- 3. Scope of Easement. The Temporary Construction Easement is for the sole purpose of allowing Grantee, its contractors, agents, and employees the right to enter the Temporary Construction Easement Area at all reasonable times to construct a wastewater lift station, and to store materials, vehicles, and equipment related to the construction of the lift station.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in

Grantee's reasonable judgment unreasonably interfere with the Easement. Grantee will restore the property affected by its work within the Easement Area to the general condition that it was in prior to the work being performed. All restoration will be completed no later than the expiration date of this Instrument.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface without the express written permission of Grantee.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein subject to the rights of the mortgagee under the mortgage recorded against the property.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

8. Term. The Easement granted herein shall expire on July 21, 2024.

STATE DEED TAX DUE HEREON: NONE

[Signatures on following page.]

Dated this ____ day of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South 5th Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating. Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Easement Area

A temporary easement for construction purposes over, under and across part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, and said easement is described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West, a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 5.00 feet; thence South 60 degrees 24 minutes 46 seconds East, a distance of 31.00 feet; thence North 29 degrees 35 minutes 14 seconds East, a distance of 42.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 31.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 15.00 feet to said point of beginning.

MORTGAGEE CONSENT TO LIFT STATION EASEMENT AGREEMENT

First Resource Bank, a state chartered bank (“Mortgagee”) under that certain \$2,312,000.00 Mortgage from LLR Investments, LLC, a Minnesota limited liability company as mortgagor, dated March 11, 2022, and recorded in the Office of the Ramsey County Recorder on March 16, 2022, as Document No. 4938291, and holder of that certain Assignment of Rents dated March 11, 2022 and recorded March 16, 2022 as Document No. 4938292, and secured party of that certain UCC Financing Statement recorded March 16, 2022, as Document No. 4938293, all on the real property located in Ramsey County, Minnesota, described as follows:

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company’s lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company’s lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company’s main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

(Parcel No. 05-29-23-12-0006)

consents to the attached LIFT STATION EASEMENT AGREEMENT (or, if recorded separately, the LIFT STATION EASEMENT AGREEMENT dated _____, recorded _____, in the office of the Ramsey County Recorder as Document No. _____), and agrees to hold and convey its interest in the property subject to the LIFT STATION EASEMENT AGREEMENT.

[The rest of this page left intentionally blank; signature follows on next page]

Dated: _____, 2023.

First Resource Bank

A state chartered bank

By: _____

Its: _____

State of _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of First Resource Bank, a state chartered bank, on behalf of the bank.

NOTARY STAMP OR SEAL

Notary Public
Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

LONG LAKE RD

3070



Long Lake Lift Station Easement

Prepared by: Engineering Department
1/26/2023

Easement
 Parcel

Data Sources
 * Ramsey County GIS (1/14/2023)
 * City of Roseville Community Development
 * City of Roseville Finance Department

DISCLAIMER
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown. It is for use only for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not warrant that the City will not be held liable for any damages, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 30 60 90 100 Feet
 LongLakeLiftStationEasement

