

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 20, 2023
Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Approve Long Lake Lift Station Temporary Easement Agreement

BACKGROUND

At the March 6, 2023 meeting, Council approved easements and agreements related to the Long Lake Lift Station project. The property owner, LLR Investments, LLC, has now requested the temporary easement document be revised to be a temporary easement agreement (Attachment A) with the City, similar to the permeant easement agreement. The only major change is that the City would be signing this document as well. All other terms remain the same including the price, which was included in the previously-approved Memorandum of Understanding (Attachment B).

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.

The City Attorney has reviewed the updated easement agreement.

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

Per the previously approved Memorandum of Understanding, the cost of the temporary easement is \$1,000. The cost of the permanent easement is \$9,000 for a total of \$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 temporary easement agreement with LLR Investments, LLC.

31 **REQUESTED COUNCIL ACTION**

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

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Temporary Easement

B: Memorandum of Understanding

C: Location Map

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. 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 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

GRANTEE:

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

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

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
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.

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")

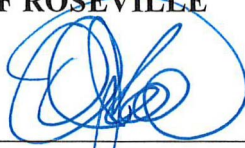
This Memorandum is now made and entered as a memorandum of the agreement between the parties relating to the Easements. It is hereby acknowledged and agreed upon between the parties that:

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.

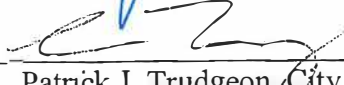
It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Easements dated _____, 2023, and that these documents and agreements include all agreements between the parties with respect to the Easements.

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

Data Sources

- * Ramsey County GIS (1/4/2023)
- * 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, and is to be used 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 represent that the GIS data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 311-792-7073. The preceding disclaimer is provided pursuant to Minnesota Statutes §4605.03, Subd. 21 (2008), and the user of this map acknowledges that the City and its users assume no liability for any damages, and especially any personal injury, claims, and actions as deflected, indirect, and hold harmless the City from any and all claims brought by it, its employees or others, or third parties which arise out of the user's access to use of said data.

