

PUBLIC WORKS & UTILITIES COMMITTEE

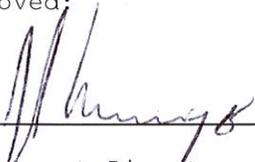
14-0092R

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT OF UTILITY AND STREET EASEMENTS FROM CCHC MENTAL HEALTH, LLC.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into agreements, copies of which are on file in the office of the city clerk as Public Documents No. \_\_\_\_\_ and \_\_\_\_\_, with CCHC Mental Health, LLC, accepting the grant of utility and street easements as described in said agreements in trust for the general public, at no cost to the city, over certain property in the vicinity of Burning Tree Road and Matterhorn Circle.

Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

ENG CJV:jh 2/14/2014

STATEMENT OF PURPOSE: This resolution will authorize the acceptance of utility easements for existing and proposed underground utilities and for a future city roadway extension of Burning Tree Road. The easements are required for development of the Region III Center City housing project. Supporting documents and legal descriptions are included with this resolution.

## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of January, 2014 , by and between CCHC MENTAL HEALTH, LLC, a Minnesota limited liability company (“CCHC”), and CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (“City”).

WHEREAS, CCHC is the owner of:

That part of the West Half of the North Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 14 West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying Westerly of the Southerly extension of the West line of Outlot A, Village Mall, Rearrangement of Block 5, except the West 235.83 feet thereof,

“CCHC Property”.

WHEREAS, CCHC desires to grant and convey to City a utility easement described herein.

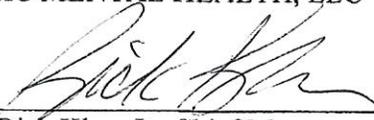
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the parties hereto, as follows:

1. CCHC hereby grants and conveys to City, in trust for the general public, a perpetual and non-exclusive easement, in and under that part of the CCHC Property more fully set forth on the attached Exhibit A, “Easement Property”, for the purposes of constructing, installing, operating, reconstructing, replacing, maintaining and repairing utilities and related fixtures, equipment and property.

2. This Agreement and the easements granted herein shall be deemed to be covenants running with the land and shall be binding upon CCHC, its successors and/or assigns, and inure to the benefit of City.

IN WITNESS WHEREOF, the foregoing has been executed as of the day and year first above written.

CCHC MENTAL HEALTH, LLC

By:   
Rick Klun, Its Chief Manager

CITY OF DULUTH

By: \_\_\_\_\_  
Don Ness, Its Mayor

B: \_\_\_\_\_  
Jeffrey J. Cox, Its City Clerk

Approved:

Assistant City Attorney

Countersigned:

City Auditor

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ST. LOUIS )

On this 13<sup>th</sup> day of ~~January~~ FEBRUARY, 2014, before me a notary public within and for said County, personally appeared Rick Klun, the Chief Manager of CCHC Mental Health, LLC, a Minnesota limited liability company, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said limited liability company.



  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ST. LOUIS )

On this \_\_\_\_\_ day of January, 2014, before me a notary public within and for said County, personally appeared Don Ness and Jeffrey J. Cox, the Mayor and City Clerk, respectively, of the City of Duluth, a municipal corporation under the laws of the State of Minnesota, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

William M. Burns

HANFT FRIDE,

A Professional Association

1000 U.S. Bank Place

130 West Superior Street

Duluth, MN 55802-2094

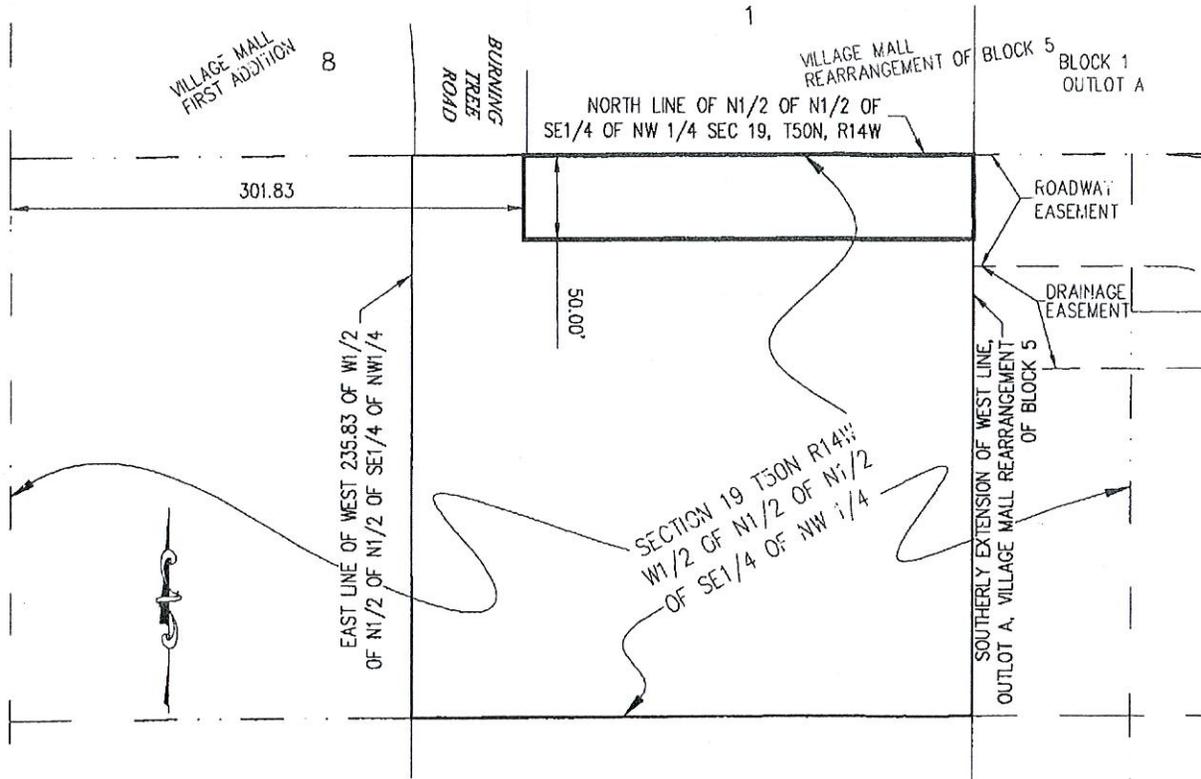
Tel. (218) 722-4766

# EXHIBIT A

Prepared for: CCHC  
 Part of: W1/2 of N1/2 of N1/2 of SE1/4 of NW1/4  
 Section 19, T50N, R14W  
 City of Duluth, St. Louis County, Minnesota

LEGAL DESCRIPTION OF UTILITY EASEMENT:

THE NORTH 50.00 FEET OF THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 14 WEST OF THE FOURTH (4th) PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MINNESOTA, LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF OUTLOT A, VILLAGE MALL, REARRANGEMENT OF BLOCK 5, EXCEPT THE WEST 301.83 FEET THEREOF.



Basis of Bearing is Grid North,  
 St. Louis County Transverse  
 Mercator 96 Coordinate System.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel

License # 44075

Signature: *Paul A. Vogel*

Date: 02/04/2014

REVISED: 02/04/14

DATE PREPARED: 1/9/14

PROJ NO: 120562

FILE: 120562\_VEXHI

SHEET 1 of 1 SHEETS



**PERFORMANCE**  
 DESIGN,  
 LHBcorp.com

21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8448

## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of January, 2014 , by and between CCHC MENTAL HEALTH, LLC, a Minnesota limited liability company (“CCHC”), and CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (“City”).

WHEREAS, CCHC is the owner of:

That part of the West Half of the North Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 14 West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying Westerly of the Southerly extension of the West line of Outlot A, Village Mall, Rearrangement of Block 5, except the West 235.83 feet thereof,

“CCHC Property”.

WHEREAS, CCHC desires to grant and convey to City a street and utility easement described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the parties hereto, as follows:

1. CCHC hereby grants and conveys to City, in trust for the general public, a perpetual and non-exclusive easement, in and under that part of the CCHC Property more fully set forth on the attached Exhibit A, “Easement Property”, for street and utility purposes , and related fixtures, equipment and property. CCHC hereby agrees to construct, per City specifications, those utilities as

shown on the attached Exhibit B prepared and presented by LHB under City of Duluth Project No. 1261.

2. The easement granted herein shall become effective upon being accepted by the City's City Council and the recording thereof by the City

3. CCHC shall construct at its own expense and at no cost to the City that portion of the street and parking lot improvements as shown on Exhibit B lying within the Easement Property from the northerly-most boundary of the Easement Property to a line parallel with and 220 feet to the South of said northerly-most boundary. Said construction shall conform to the drawings and specifications shown on the above-referenced Exhibit B and shall conform to or exceed the guidelines for a "Typical Section Urban Street" contained in the City of Duluth Engineering Guidelines dated September 14, 2010,

4. Upon completion of the construction of the utilities, street and parking lot improvements as described in Paragraphs 1 and 3 above, City shall assume ownership of and be responsible for maintenance and operation of the utilities constructed pursuant to Paragraph 3 above and for the that portion of the street improvements described in Paragraph 1 above lying within that portion of the Easement Property between the northerly-most boundary of the Easement Property to a line parallel with and 50 feet to the South of said northerly-most boundary . The City shall have no ownership of or responsibility for the maintenance and operation of street or parking lot improvements constructed pursuant to Paragraph 3 above unless and until said improvements are accepted by the City Engineer in conjunction with the extension of public street improvements across the Easement Property from the line described in Paragraph 3 above to the southerly boundary of the Easement Property.

5. Unless and until the City causes the extension of public street improvements across the Easement Property to the southerly boundary thereof, CCHC shall be entitled to use the street

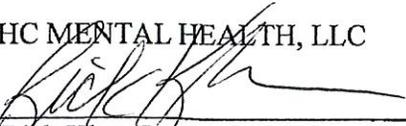
and parking lot improvements constructed pursuant to Paragraph 3 above for its proprietary driveway and parking lot purposes. Upon the City Engineer giving CCHC Six (6) months prior notice in writing of its intent to extend public street improvements across the Easement Property to the southerly boundary thereof, CCHC shall cease any use of the Easement Property and any improvements thereon in any manner inconsistent with the City's use of the Easement Property and any improvements thereon for street and utility purposes and the City's use of said portion of the Easement Property shall be superior to any rights of CCHC therein.

6. The parties recognize that CCHC has caused to be constructed and maintains a surface water retention pond on the southerly portion of the Easement Property as shown on Exhibit B. Upon the City Engineer giving CCHC Six (6) months prior notice in writing of its intent to extend public street improvements or public utility improvements or both across the Easement Property in a manner which may affect the portion of the Easement Property upon which said surface water drainage pond is located, CCHC shall, at its own expense and at no cost to the City, cause the surface water retention pond to be removed from the Easement Property and, at the option of the City, cause the land under and adjacent to the surface water retention pond to be restored to substantially the same condition and elevation as that of the surrounding property

7. This Agreement and the easements granted herein shall be deemed to be covenants running with the land and shall be binding upon CCHC, its successors and/or assigns, and inure to the benefit of City.

IN WITNESS WHEREOF, the foregoing has been executed as of the day and year first above written.

CCHC MENTAL HEALTH, LLC

By:   
Rick Klun, Its Chief Manager



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ST. LOUIS )

On this \_\_\_\_ day of January, 2014 , before me a notary public within and for said County, personally appeared Don Ness and Jeffrey J. Cox, the Mayor and City Clerk, respectively, of the City of Duluth, a municipal corporation under the laws of the State of Minnesota, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

William M. Burns  
HANFT FRIDE,  
A Professional Association  
1000 U.S. Bank Place  
130 West Superior Street  
Duluth, MN 55802-2094  
Tel. (218) 722-4766

# EXHIBIT A

Prepared for: CCHC  
 Part of: W1/2 of N1/2 of N1/2 of SE1/4 of NW1/4  
 Section 19, T50W, R14W  
 City of Duluth, St. Louis County, Minnesota

**LEGAL DESCRIPTION OF UTILITY & STREET EASEMENT :**

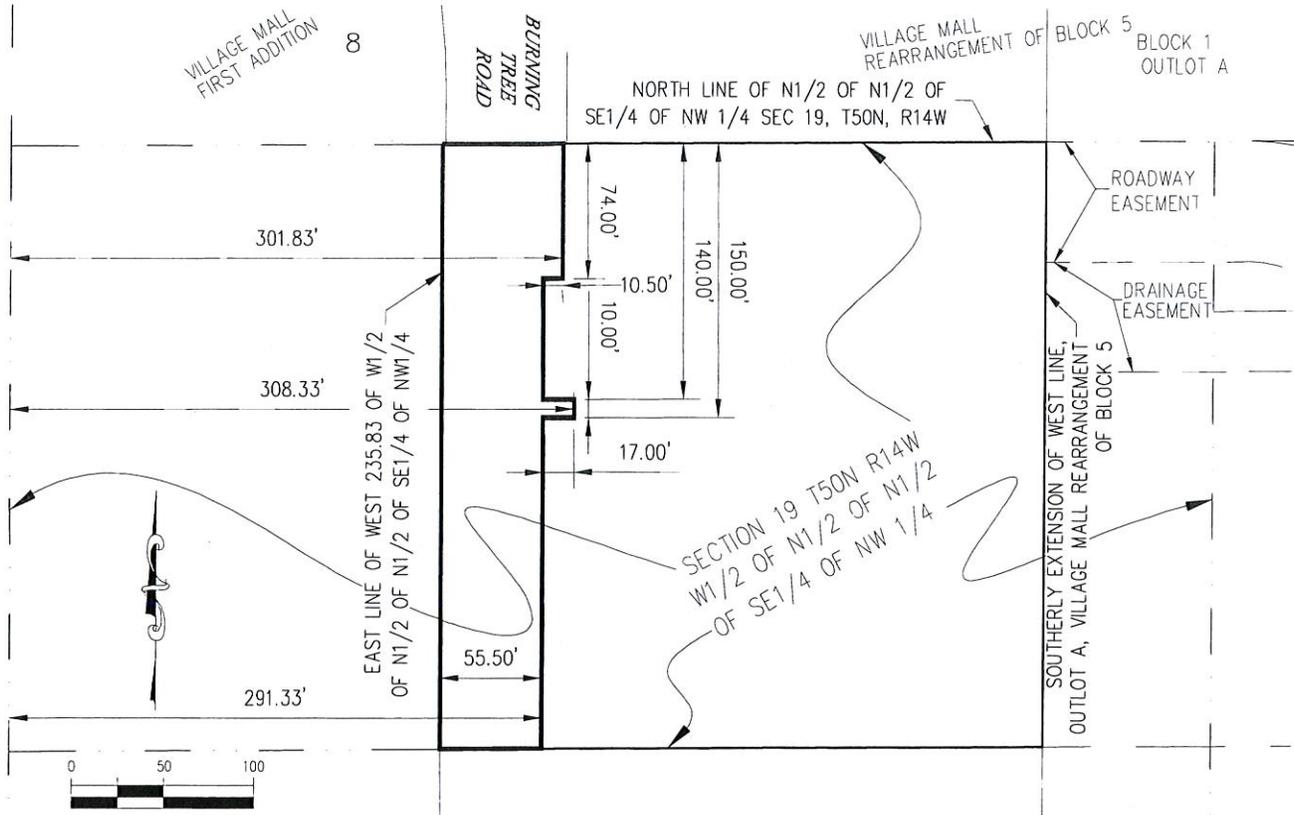
THE EAST 55.50 FEET OF THE WEST 291.33 FEET OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 14 WEST OF THE FOURTH (4TH) PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MINNESOTA;

AND

THE EAST 10.50 FEET OF THE WEST 301.83 FEET OF THE NORTH 74.00 FEET OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 14 WEST OF THE FOURTH (4TH) PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MINNESOTA;

AND

THAT PART OF THE EAST 17.00 FEET OF THE WEST 308.33 FEET OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 50 NORTH, RANGE 14 WEST OF THE FOURTH (4TH) PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MINNESOTA; LYING BETWEEN TWO LINES 140.00 FEET AND 150.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER.



Basis of Bearing is Grid North,  
 St. Louis County Transverse  
 Mercator 96 Coordinate System.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel License # 44075

Signature: *Paul A. Vogel* Date: 02/24/2014

REVISED: 2/24/14  
 DATE PREPARED: 1/9/14  
 PROJ NO: 120562  
 FILE: 120562\_vEXHI  
 SHEET 1 of 1 SHEETS



**PERFORMANCE  
 DRIVEN DESIGN.**  
 LHBcorp.com

21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446





The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

City of Duluth, St. Louis County, Minnesota  
 Proposed Easements - CCHC  
 Part of: W1/2 of N1/2 of N1/2 of SE1/4 of NW1/4  
 Section 19, T50W, R14W

