

DEPARTMENT OF PUBLIC WORKS

PERRY D. SMITH, P.E.
CITY ENGINEER—DIRECTOR
MINNEAPOLIS, MINNESOTA 55415

JAMES H. LIND - DEPUTY CITY ENGINEER
M. E. ENQUIST - DIRECTOR, STREETS & SAN.
J. F. HAYEK - DIRECTOR, WATER WORKS
M. A. HOSHAU - DIRECTOR, ENGRG. DESIGN
D. R. KOSKI - DIRECTOR, TRAFFIC ENGRG.
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W. G. RIDGE - DIRECTOR, OPERATIONS
T. B. SADLER - SUPERINTENDENT, EQUIPMENT

minneapolis

city of lakes

April 30, 1980

Alderman Scallon, Chairman
Transportation and Property
Services Committee
Minneapolis City Council

Re: Easement agreement with MTS Company for construction,
operation and maintenance of pedestrian tunnel
crossing 2nd St. SE. connecting the St. Anthony
Municipal Parking Ramp to the St. Anthony Main De-
velopment Area

Dear Chairman Scallon:

On April 28, 1980, Council authorized encroaching onto 2nd St. SE. for a tunnel connecting the St. Anthony Municipal Parking Ramp and the St. Anthony Main Development Area. That property located southerly of 2nd St. SE. is owned by the MTS Company requiring an easement to allow construction of the pedestrian tunnel. An easement agreement has been drafted by the City Attorney's Office and approved by the MTS Company. A copy of the draft agreement is attached.

The agreement allows for construction by the City of the pedestrian tunnel crossing 2nd St. SE. and extending southerly onto the MTS property. The location of the tunnel is shown on Site Plan C-2 of the drawings prepared by Carl Walker and Associates which is attached. The exact location of the pedestrian tunnel will be defined on a survey by a registered land surveyor and made a part of this easement agreement. The City will maintain the pedestrian tunnel, the doorway, and the canopy. MTS Company will allow a perpetual easement for the City to install, construct, reconstruct, operate, and inspect,

Alderman Scallon, Chairman
Transportation and Property
Services Committee

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maintain and repair and use pedestrian tunnel and allow access to the tunnel at all times. The MTS Company will maintain the entrance area to the tunnel, the adjacent landscaping, remove snow, and other obstructions from the entrance to the tunnel.

I, therefore, request authorization for the proper City Officials to execute an easement agreement to construct, maintain, and operate the pedestrian tunnel connecting the St. Anthony Municipal Parking Ramp and the St. Anthony Main Development per attached easement agreement and that a land survey be made to define the exact location of the tunnel to made a part of the agreement.

Respectfully submitted,

Perry D. Smith, P.E.
City Engineer-Director
of Public Works

By

David R. Koski, Director
Traffic Engineering

DRK:GAF:js

2 Attachments

cc: Mr. Henry Blodgett
Mr. Robert Moffitt
Mr. Jerry Luesse
Mr. Les Karjala

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1980, by and between the MTS COMPANY, a Minnesota corporation, party of the first part, its successors and assigns, and the CITY OF MINNEAPOLIS, a municipal corporation under the laws of the State of Minnesota, party of the second part, its successors and assigns.

WITNESSETH:

That the said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a perpetual right and easement to install, construct, reconstruct, operate, inspect, maintain, repair and use a pedestrian tunnel in, to, upon, over, along, through and across a portion of land lying and being in the City of Minneapolis, County of Hennepin, State of Minnesota, described on attached "Exhibit A" and "Exhibit B", which are incorporated by reference and made a part hereof, together with the right of reasonable access to said tunnel for the purpose of installing, constructing, operating, inspecting, maintaining, repairing and reconstructing the same, reserving to the grantor, party of the first part, the right to use the ground surface of the easement herein granted for any use not inconsistent with said easement and which will not interfere with the normal use of said easement by the party of the second part; provided, however, that no structures of any kind shall be constructed, erected or maintained in, upon or above said easement without the written approval of the City Engineer as to the plans thereof; and provided further that in doing any work in connection with the pedestrian tunnel within the easement the party of the second part shall have the right as reasonably deemed necessary to disrupt, alter or remove any surface building, structure, improvement or landscaping on such easement area and shall not be liable or responsible for restoring the surface facilities, improvements or landscaping disrupted, altered or removed in doing or accomplishing the work. Such facilities, improvements or landscaping may, however, be restored by the party of the first part without expense to the party of the second part unless such restoration is prohibited under the terms and conditions of this Easement Agreement.

The party of the first part, its successors and assigns, shall maintain any walkway or sidewalk located beyond the entrance to said tunnel, and on such easement area, in reasonably good condition and repair and cleared of ice and snow and other obstructions. Said party of the first part shall defend, indemnify and hold harmless the party of the second part against any and all claims, demands, damages, actions, courses of action, liabilities, losses, judgments, costs and expenses of any nature whatsoever arising out of its maintenance of such sidewalk or walkway. The party of the second part shall maintain the canopy and doors at the entrance to said tunnel in reasonably good repair and clean condition.

IN TESTIMONY WHEREOF, each of the parties hereto, having been authorized by its respective Board of Directors and City Council, do empower their respective officers to execute this Agreement as of the date first above written.

MTS COMPANY

By _____
Its President

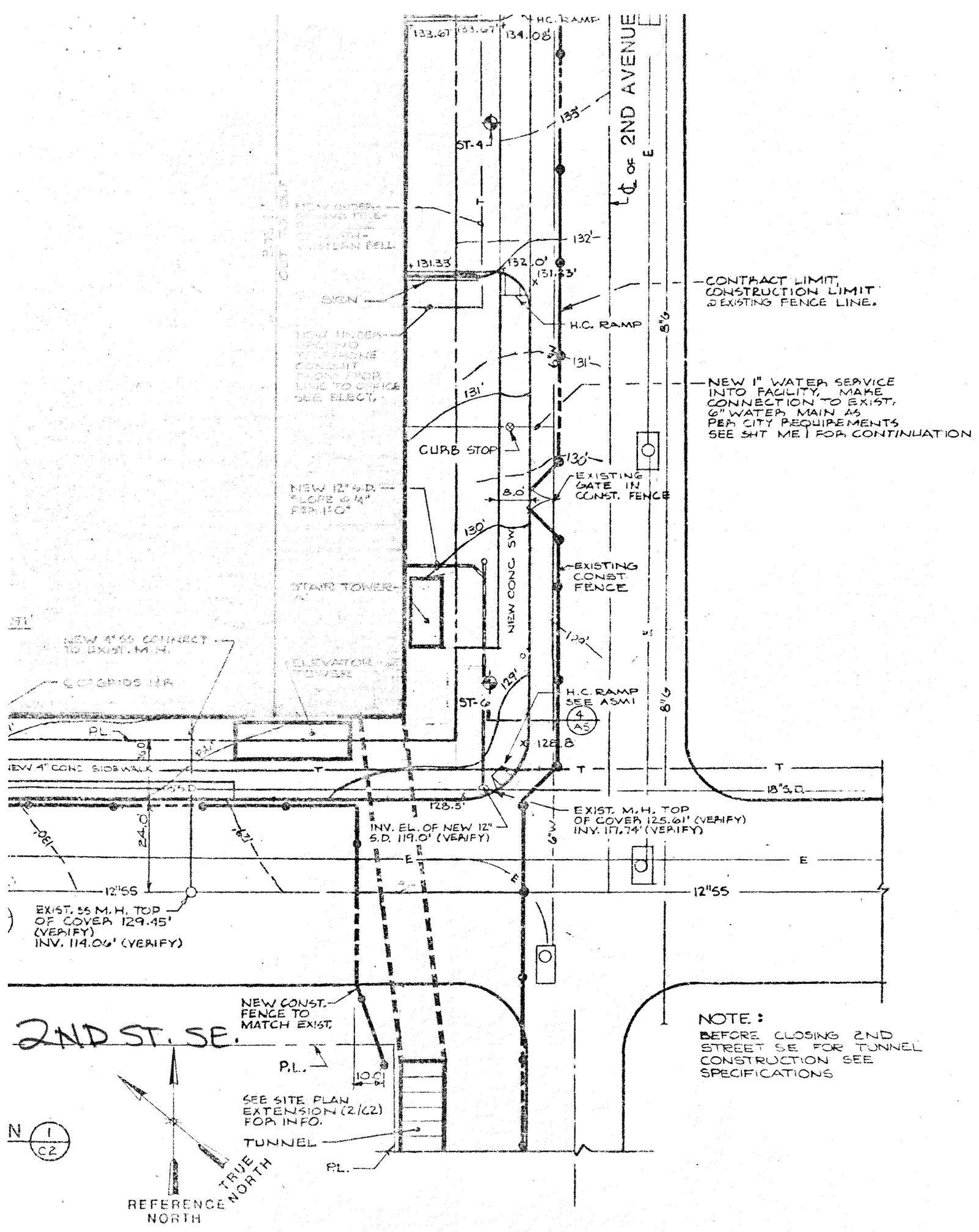
By _____
Its Secretary

CITY OF MINNEAPOLIS

By _____
Mayor

Attest _____
City Clerk

Countersigned _____
City Comptroller-Treasurer



--- CONTRACT LIMIT, CONSTRUCTION LIMIT & EXISTING FENCE LINE.

NEW 1" WATER SERVICE INTO FACILITY, MAKE CONNECTION TO EXIST. 6" WATER MAIN AS PER CITY REQUIREMENTS SEE SHIT ME 1 FOR CONTINUATION

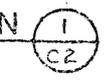
EXIST. M.H. TOP OF COVER 125.61' (VERIFY)
INV. 117.74' (VERIFY)

INV. EL. OF NEW 12" S.D. 119.0' (VERIFY)

EXIST. 25 M.H. TOP OF COVER 129.45' (VERIFY)
INV. 114.06' (VERIFY)

NOTE:
BEFORE CLOSING 2ND STREET SE FOR TUNNEL CONSTRUCTION SEE SPECIFICATIONS

2ND ST. SE.



REFERENCE NORTH
TRUE NORTH

SEE SITE PLAN EXTENSION (2/02) FOR INFO.

TUNNEL

NEW CONST. FENCE TO MATCH EXIST.

P.L.

P.L.

P.L.

P.L.

P.L.

P.L.

P.L.

P.L.

EXHIBIT "B"

The Southeasterly 13 feet of the Northeasterly 86 feet of Lot 14, Block 4, Subdivision of Grounds between Pine, Bay, Main and Second Streets in St. Anthony Falls; also the Northwesterly 3 feet of the Northeasterly 86 feet of vacated 2nd Avenue Southeast between 2nd Street Southeast and Main Street Southeast.