

TO: HONORABLE MAYOR AND CITY COUNCIL.

From: Samantha Meyer, Zoning Assistant

Subject: Encroachment Agreement

Date: August 30, 2017

BACKGROUND:

Jacob Halling, owner of the property located at **700 2nd Street** (PID 52.100.0010) contacted City staff in April 2017 inquiring for permission to encroach on a portion of 2nd Street in front of his property.

The encroachment would be to construct a concrete apron extending into 2nd Street. The reasoning for the apron is because that area of 2nd Street is not paved. The homeowner also inquired about tearing down a shed that crosses the east property line and reconstructing it on the property line, keeping it out of the city right of way.

City staff met and discussed the proposal and any conflicts with infrastructure improvements in the future. It was determined by city staff that there would not be a major conflict with any infrastructure improvements on 2nd Street and the construction of a concrete apron 18 feet into the right-of-way was reasonable with conditions.

An agreement was drawn up by the City Attorney including all conditions of approval of the construction of a concrete apron on 2nd Street. The agreement with all conditions is attached to this request.

REQUESTED COUNCIL ACTION:

The City Council is asked to review and approve this agreement between the property owner and City of Cannon Falls.

ENCROACHMENT AGREEMENT

AGREEMENT (“Agreement”) made this ____ day of _____, 2017, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation (“City”), and **JACOB E. HALLING and AMY M. HALLING**, husband and wife (“Landowner”).

RECITAL

Landowner is the fee owner of real property situated in Goodhue County, Minnesota, with an address of 700 2nd street Cannon Falls Minnesota legally described as follows (“Subject Property”):

Lots 1 and 2, Block 1, Original Plat of the City of Cannon Falls,
Goodhue County, Minnesota.

(Abstract Property)

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS,
THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants Landowner permission to construct a concrete apron leading into his driveway. The apron may extend approximately 18 feet into 2nd Street as illustrated on the diagram attached hereto as EXHIBIT “A”.

2. The City hereby grants Landowner permission to construct a gravel apron north of the concrete apron. This may also extend approximately 18 feet into 2nd Street. This gravel apron shall not extend past the north property line as illustrated on the diagram attached hereto as EXHIBIT “A”.

3. The property owner has permission to demolish an existing shed which extends over the property line so long as the proper demolition permits are acquired from Goodhue County.

4. The property owner has permission to construct a new garage, approximately 24' by 24' on the easterly property line so long as the proper building permits are acquired from the City of Cannon Falls and Goodhue County.

4. Nothing in this Agreement shall be deemed an abandonment, vacation or waiver of the City interest in the City Property.

5. Snow removal on 2nd Street in the front of the Subject Property shall continue to be the responsibility of the property owner.

6. Landowner, for themselves, their heirs, successors and assigns, hereby agrees to defend, indemnify and hold the City harmless from all costs and expenses, claims and liability, including attorney fees, relating to or arising out of the grant to Landowner of permission to encroach into the City property. Landowner further agrees to indemnify and hold the City harmless from any damage caused to the Subject Property as a result of maintenance of the City property, including any damage to the residence on the Subject Property, caused in whole or part by the encroachment into the City property.

7. City and its contractors may perform any repairs, construction and maintenance to all utilities under 2nd Street. In the event that this work would destroy or damages the encroachments in the City right-of-way, it will be the responsibility of the Owner to repair them at their expense.

8. The City may terminate this Agreement upon ninety (90) days written notice if the City determines it has a use for the City property and that the encroachments interfere with the use.

9. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

CITY OF CANNON FALLS

By: _____
Lyman M. Robinson, Mayor

By: _____
Ronald S. Johnson, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF GOODHUE)

This instrument was acknowledged before me this ____ day of _____, 2017, by Lyman M. Robinson and Ronald S. Johnson, the Mayor and City Administrator, respectively, of the City of Cannon Falls, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

Notary Public

LANDOWNER

By: _____

Jacob E. Halling

By: _____

Amy M. Halling

STATE OF MINNESOTA)
) ss.
COUNTY OF GOODHUE)

This instrument was acknowledged before me this ____ day of _____, 2017, by Jacob E. Halling and Amy M. Halling, husband and wife.

Notary Public

DRAFTED BY AND RETURN TO:

CAMPBELL KNUTSON

Professional Association

860 Blue Gentian Road, Suite 290

Eagan, MN 55121

Telephone: (651) 452-5000

[RNK]

Exhibit A

