



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: Authorize Signature: Permanent Sign Easement - Highway 55 Welcome Sign

Council Action Requested:

Authorize signature of the attached Permanent Sign Easement between Augustine Family Farm, LLC, and the City of Hastings for placement of a Welcome to Hastings monument sign near the south side of Highway 55 west of the Xcel Energy Substation. A simple majority is necessary for action.

Background:

Placement of a welcome sign on the west side of the City is a priority. The sign would be similar in design and slightly larger than the existing sign near downtown.

The agreement establishes a 40'x40' easement area for placement of the sign with maintenance responsibilities for the area assumed by the City. The site is located outside the city limits in Nininger Township. On August 15, 2023 the Town Board granted approval to place the sign as indicated in the easement agreement.

Financial Impact:

The City would be responsible for maintenance of the sign and surrounding easement area.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Location Map
- Sign Image
- Permanent Sign Easement

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PROPOSED SIGN



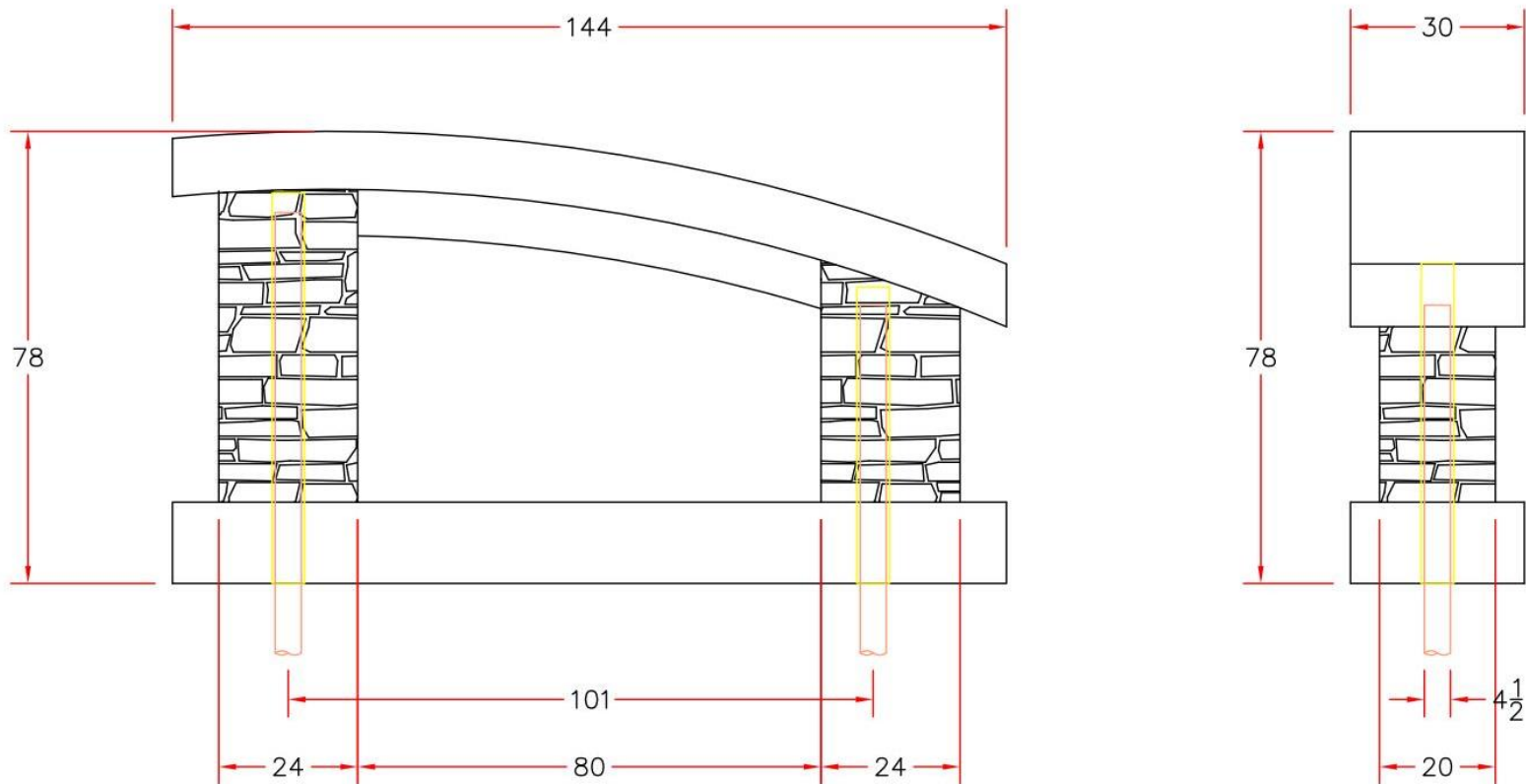
Approx. 18' x 12'

EXISTING SIGN



Approx. 12' x 7'

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Current Sign Dimensions

PERMANENT SIGN EASEMENT

THIS PERMANENT SIGN EASEMENT (“Easement”) is made, granted and conveyed this 9 day of October, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Augustine Family Farm LLC, a Minnesota limited liability company (“Augustine”).

PROPERTY DESCRIPTION

Augustine owns real property situated within Dakota County, Minnesota, legally described as follows on Exhibit A (the “Augustine Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

Augustine for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto City, its successors and assigns, the following:

A permanent easement (“Permanent Easement”) for a monument sign and all such purposes ancillary, incident or related thereto under, over, across, through and upon the Augustine Property. The Permanent Easement Area is legally described and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of a monument sign and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of

construction, maintenance, repair and replacement of a monument sign and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and all facilities and improvements ancillary, incident or related thereto; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the monument sign and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as City may deem appropriate relating to the purposes of the Permanent Easement.

If the City removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the monument sign, City shall restore the Permanent Easement Area to the satisfaction of Augustine, at its own expense.

City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Augustine Property prior to the date hereof.

Augustine and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions arising out of this Easement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Augustine and City, they shall be borne by each party in proportion to its own negligence.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Augustine or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

When the Augustine Property is developed, City confirms that the existing property lines of the

Augustine Property and City's setbacks requirements therefrom are not modified due to the Easement or the Permanent Easement Area. In addition, when the Augustine Property is developed, City shall assist with review of landscaped buffering from the Permanent Easement Area.

Augustine, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Augustine Property and the Permanent Easement Area and has good right to grant and convey the Permanent Easement herein to the City. Augustine agrees to maintain the sight triangle to the sign, the area of which is depicted on Exhibit C, attached hereto and incorporated herein by reference, and shall not plant corn or other tall crops within the sight triangle.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender, Mayor

ATTEST:

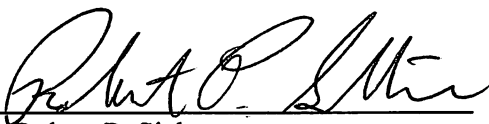
By: _____
Kelly Murtaugh, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

On this ___ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

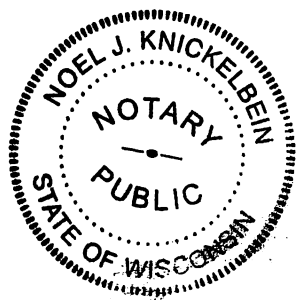
Notary Public

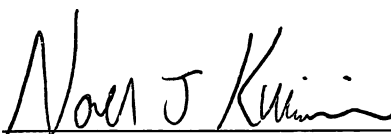
**AUGUSTINE:
AUGUSTINE FAMILY FARM LLC**

By: 
Robert P. Sieben
Its: President/General Manager

STATE OF Wisconsin ^{NK}
~~Minnesota~~
COUNTY OF Eau Claire) ss
~~Dakota~~ ^{NK}

The foregoing instrument was executed this 10 day of October, 2023, by Robert Sieben, the President/General Manager of Augustine Family Farm LLC, a Minnesota limited liability company, on behalf of said company..



 10/10/23
Notary Public
NOEL J Knickelbein
My commission expires 01-05-2027

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF AUGUSTINE PROPERTY

The following real property located in Section Thirty (30), Township One Hundred Fifteen (115) North, Range Seventeen (17) West, Dakota County, Minnesota, according to the Government Survey thereof:

The North One-half of the Southeast Quarter (N1/2 of SE1/4), EXCEPTING THEREFROM the East 495 feet thereof and EXCEPTING THEREFROM that part South and East of a line commencing at the Northwest corner of Outlot C of Sunset West; thence North on the West line of the Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4) 590.27 feet; thence North 89 degrees 27 minutes 02 seconds East 671.12 feet; thence South 78 degrees 02 minutes 49 seconds East 152.44 feet to a point on a line 603 feet South of the Southerly right of way of S.T.H. #55; thence East on said line to the East line of the Southeast Quarter and there terminating; and EXCEPT beginning at the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) 341.47 feet; thence North 356.57 feet; thence East 261.47 feet; thence North 233.27 feet; thence East 80 feet to the East line of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) on the East line 590.27 feet to the point of beginning.

(PID: 30-03000-014-80).(Abstract)

LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA
EXHIBIT B

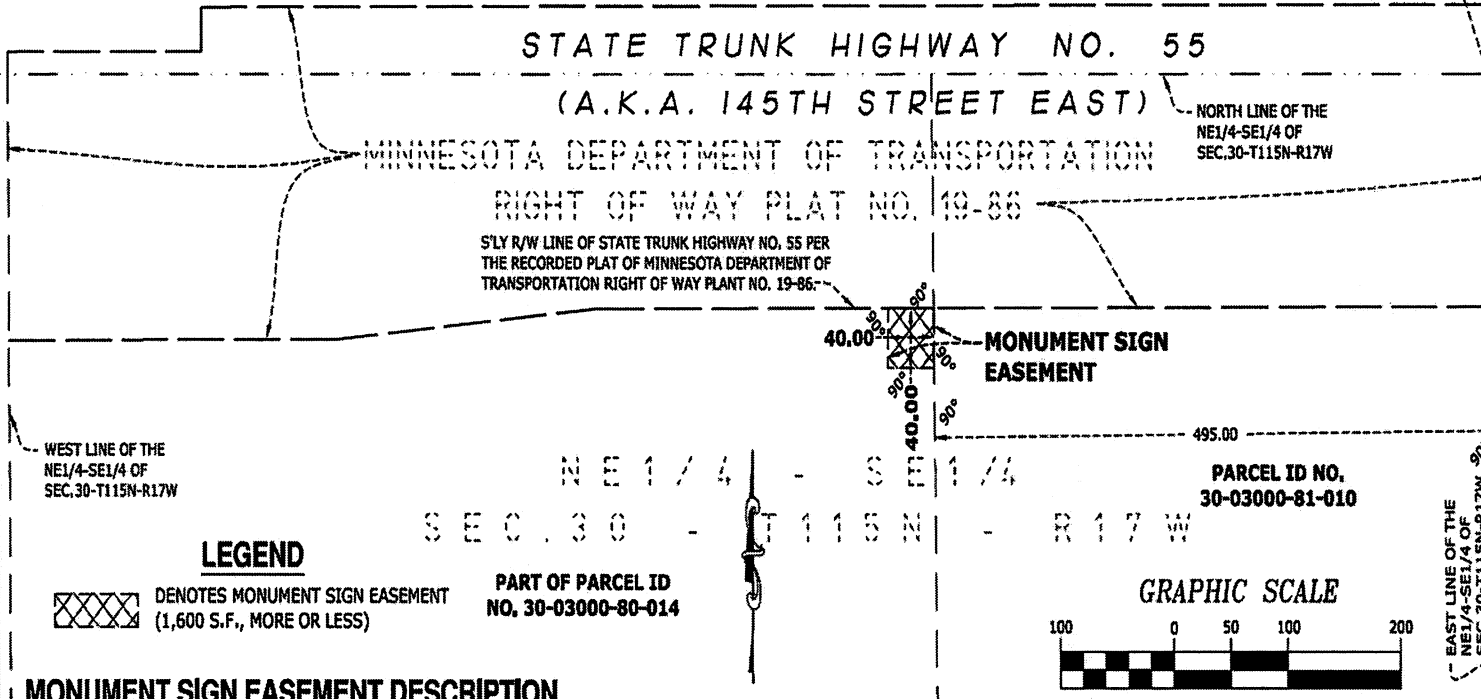
SKETCH AND DESCRIPTION

~for~ CITY OF HASTINGS
~of~ MONUMENT SIGN EASEMENT
FOR PARCEL ID NO. 30-03000-80-014

NOTES

- No field work was completed by E.G. Rud and Sons, Inc. at this time.
- Parcel ID Number: 30-03000-80-014.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

EAST 1/4 CORNER OF
SEC.30-T115N-R17W



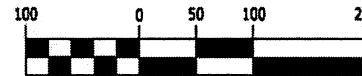
LEGEND



DENOTES MONUMENT SIGN EASEMENT
(1,600 S.F., MORE OR LESS)

PART OF PARCEL ID
NO. 30-03000-80-014

GRAPHIC SCALE



1 INCH = 100 FEET

MONUMENT SIGN EASEMENT DESCRIPTION

A perpetual easement for monument sign purposes over, under and across the east 40.00 feet of the north 40.00 feet of the following described parcel:

That part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 115 North, Range 17 West, Dakota County, Minnesota, which lies west of the east 495.00 feet thereof and south of the southerly right of way line of State Trunk Highway No. 55 per the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-86, Dakota County, Minnesota.

SCALE: 1" = 100'	BEARING DATUM: County	JOB NO. 230950ED	DRAWN BY: JEN	CREW: N/A
I hereby certify that this plan, survey 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.		DATE: 09-19-23		
By: <i>Sam E. Hopier</i>		REVISIONS		
Minnesota License No. 25343		1		
Dated 19th day of September 2023.		2		
		3		
#	DATE	DESCRIPTION	BY	

B-1

C-1

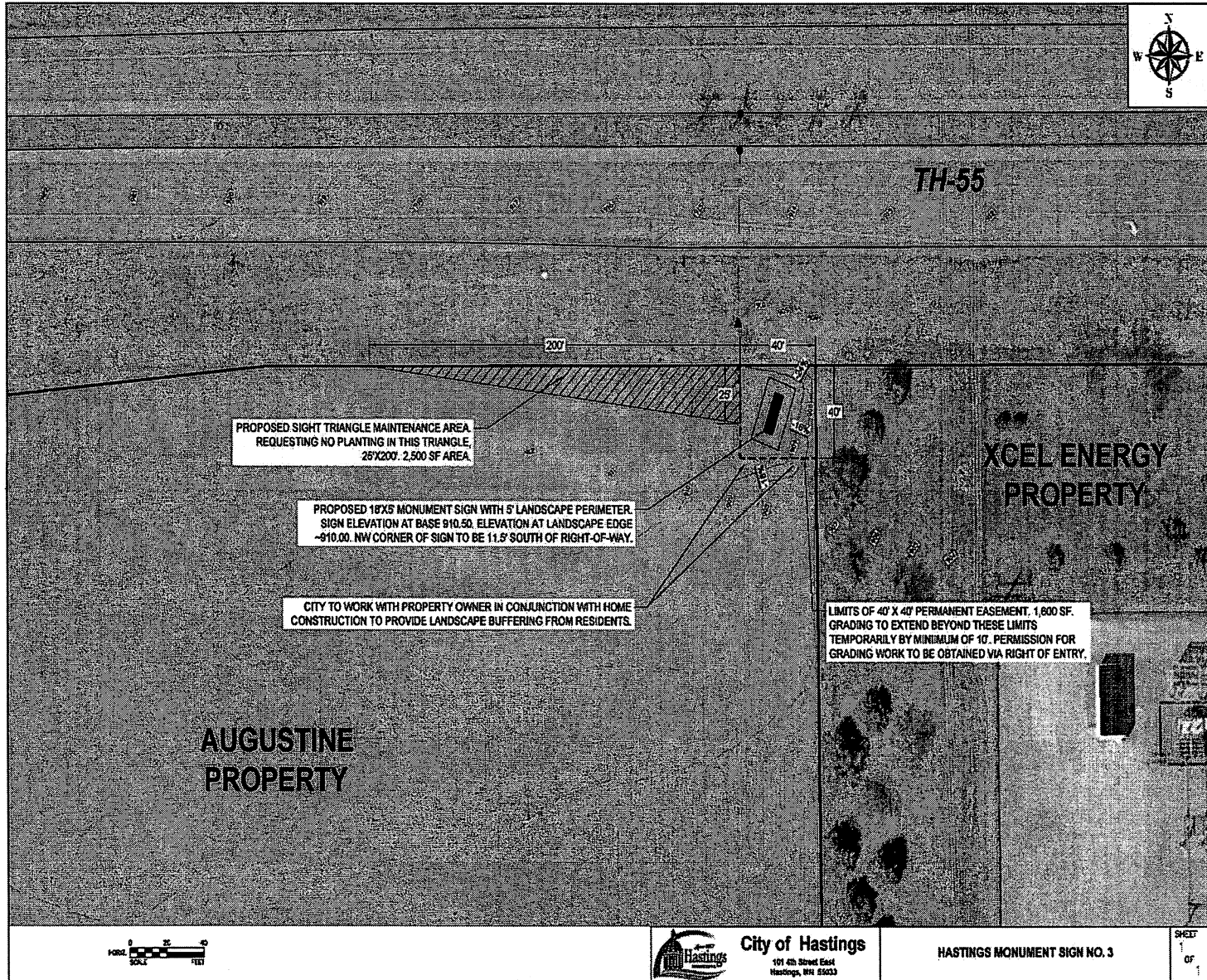


EXHIBIT C
MONUMENT SIGN DEPICTION