

COUNCIL ACTION FORM

SUBJECT: EASEMENT FOR 2010/11 DOWNTOWN STREET PAVEMENT IMPROVEMENTS PROJECT (KELLOGG AVENUE – MAIN STREET TO 7TH STREET, AND MAIN STREET – ALLAN DRIVE TO CLARK AVENUE)

BACKGROUND:

The annual Downtown Street Pavement Improvements program is for rehabilitation/reconstruction of streets within the downtown area. The 2010/11 program locations are Kellogg Avenue (Main Street to 7th Street) and Main Street (Allan Drive to Clark Avenue). On April 12, 2011, Council awarded the contract to Con-Struct, Inc. of Ames, Iowa, in the amount of \$1,446,369.00.

The Main Street portion of the project includes installation of new water main and the transfer of the existing water services onto the new water main. During construction, it was determined that due to utility conflicts on the south side of the street, a fire hydrant needed to be relocated to maintain fire protection. A permanent easement is required to provide a safe and cost effective location for the new fire hydrant location. This easement is being granted by the owners to the City at no cost. The location is shown on the attached sheet.

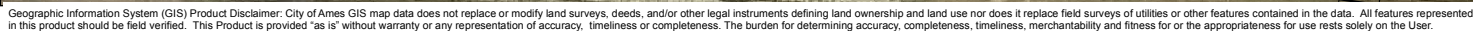
ALTERNATIVES:

1. Approve the easement agreement with the Main Street Station II, LLC.
2. Reject the easement agreement.

MANAGER'S RECOMMENDED ACTION:

By approving the easement agreement, construction on the project in the area will continue to remain on schedule for completion early this summer, and adequate fire protection for the area will be maintained.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the easement agreement with the Main Street Station II, LLC.



Title:	
Scale:	1 in = 50 ft
Date:	1/23/12

Prepared By: Civil Design Advantage, 3405 SE Crossroads, Suite G, Grimes, IA (515-369-4400)

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Main Street Station II, LLC of the County of Dallas, State of Iowa, in consideration of \$1.00 and other valuable consideration in hand paid by the CITY OF AMES, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Ames, Iowa, a municipal corporation, in the County of Story, State of Iowa, an easement under, through and across the following described real estate:

Perpetual Easement

A PART OF PARCEL 'A' OF BLOCK 16 BLAIRS ADDITION TO AMES AND A PART OF BLOCK 46 BLAIR'S 3RD ADDITION AND CHICAGO NORTH-WESTERN RAILWAY COMPANY STATION GROUNDS AS SHOWN ON THE PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 94-06868 IN THE CITY OF AMES, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 'A'; THENCE SOUTH 88°53'50" WEST ALONG THE NORTH LINE OF SAID PARCEL 'A', 355.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°06'10" EAST, 19.50 FEET; THENCE SOUTH 88°53'50" WEST, 10.00 FEET; THENCE NORTH 1°06'10" WEST, 19.50 FEET TO SAID NORTH LINE; THENCE NORTH 88°53'50" EAST ALONG SAID NORTH LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.00 ACRES (195 SQUARE FEET).

That said easement is granted onto the City of Ames, Iowa, for the purpose of the construction, installation, and maintenance of the following described public improvements:

Water Main

In connection herewith it is specifically agreed that by this easement, the City of Ames, shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

As further consideration for this easement, the grantee for itself, its employees, agents, subcontractors and assigns, hereby specifically agree that it will make no claim or demand whatsoever against the grantor for any damages or injury incurred while on the easement area, unless such damage or injury is the result of the negligence of the grantor, and further, that the grantee, its employees, agents, subcontractors and assigns do hereby waive, release, acquit and forever discharge the grantee from any claim or demand arising, either now or in the future, directly or indirectly out of the activities performed by grantee, its employees, agents, subcontractors and assigns within the easement area, unless such damage or injury is the result of the negligence of the grantor.

The grantee agrees to indemnify and hold the grantor harmless from all injury or damages to persons or property or claims thereof resulting from or arising out of the activities performed by grantee, its employees, agents, subcontractors and assigns within the easement area, and from all expenses of litigation arising therefrom, except for such injury or damages arising from the negligence of the grantor.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 11th
day of January, 2012.

Main Street Station II, LLC

By: Hubbell Realty Company, Managing Member

Krista A. Capp

Krista A. Capp, Vice President

Jennifer L. Drake

Jennifer L. Drake, Assistant Secretary

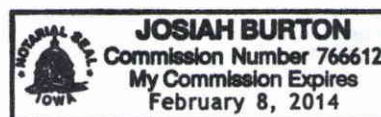
STATE OF IOWA

:

: SS.

COUNTY OF DALLAS

:



On this 11th day of January, 2012, before me, a Notary Public
in and for Dallas County, Iowa, personally appeared Krista A.
Capp and Jennifer L. Drake, the Vice President and Assistant Secretary,
respectively, of Hubbell Realty Company, the managing member of Main Street
Station II, LLC, to me known to the identical person(s) named in and who
executed the within and foregoing instrument, and acknowledged that they
executed the same as their voluntary act and deed.

Josiah Burton

Notary in and for the State of Iowa

EASEMENT PLAT

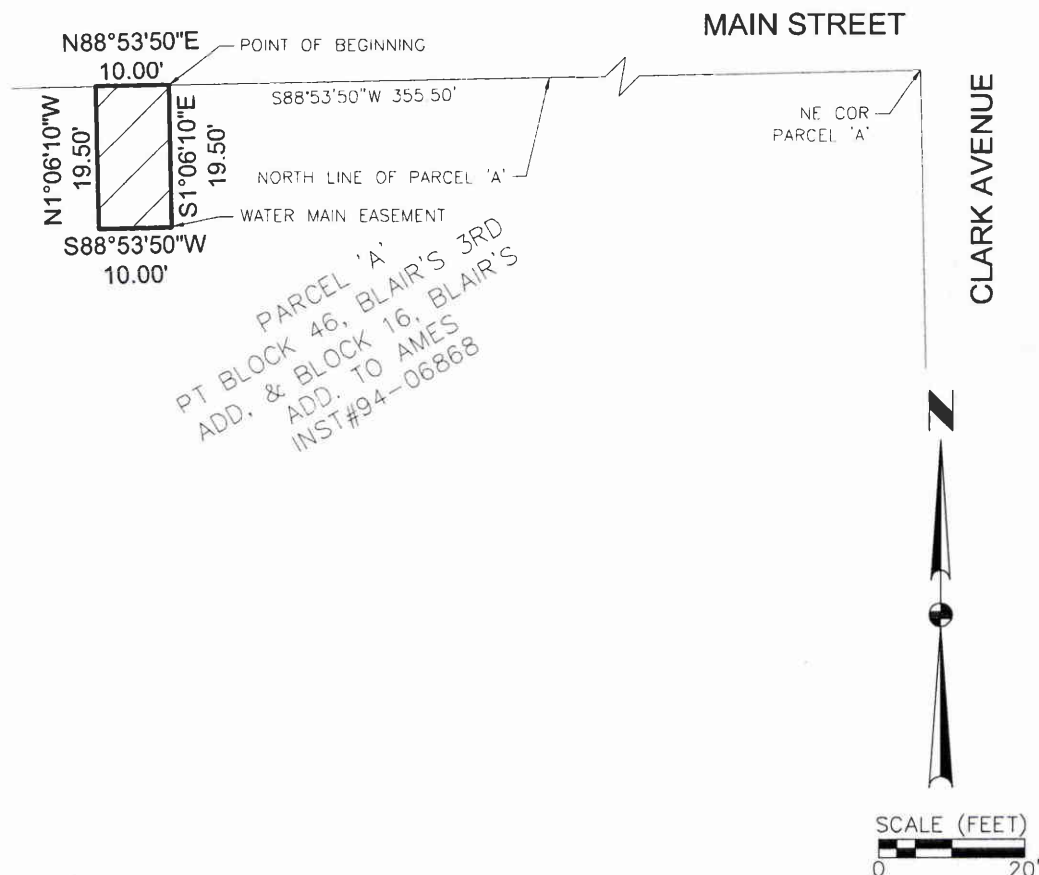
OWNER

MAIN STREET STATION II, LLC
C/O HUBBELL REALTY CO
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

WATER MAIN EASEMENT DESCRIPTION:

A PART OF PARCEL 'A' OF BLOCK 16 BLAIR'S ADDITION TO AMES AND A PART OF BLOCK 46 BLAIR'S 3RD ADDITION AND CHICAGO NORTH-WESTERN RAILWAY COMPANY STATION GROUNDS AS SHOWN ON THE PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 94-06868 IN THE CITY OF AMES, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2010-11 DOWNTOWN STREET
PAVEMENT IMPROVEMENTS
EASEMENT PLAT

AMES, IOWA

CA
CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

ENGINEER:

TECH: