
MEMORANDUM

TO: RANDY HILL, PUBLIC WORKS DIRECTOR

FROM: JON LUTZ, CITY ENGINEER

SUBJECT: MUSSER PARK TO WIGGENS ROAD TRAIL
REQUEST EASEMENT AGREEMENT APPROVAL

DATE: NOVEMBER 06, 2014

INTRODUCTION:

The City of Muscatine has planned for a 9.45 trail beginning from Houser Street at Kent Stein Park to the Louisa County Line near Wiggins Road. See attached location map showing the proposed trail route. New trail will be constructed on 5.18 miles while the remaining length "share the road" will be on low volume hard surfaced roads and trails.

BACKGROUND:

A section of trail parallels Grandview Ave along the railroad tracks between the Elms and Dick Drake Way on property owned by Brian and Jamie Wolfe. The City has performed easement acquisition negotiations with the owners according to IDOT policy for federal aid projects. Compensation for temporary and permanent easements are according to the attached standard valuation table with added conditions for security fence construction as part of the project.

RECOMMENDATION/RATIONALE:

The City Engineer recommends approving the easement agreement.

BACKUP INFORMATION:

1. Trail location map.
2. Valuation table.
3. Trail Plan sheet D11.



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit
263-8152

November 04, 2014

Brian & Jamie Wolfe
2200 Grandview Avenue
Muscatine, IA 52761

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

Dear Brian & Jamie,

Per our discussion today and your attorney's markup of the September 18th letter, I have prepared the following revised language to be incorporated into the easement agreements which address valid concerns.

I have also adjusted the offer amount to reflect the sale price of lots 2 and 3 of WCI Subdivision and the assessed value of lot 1. Other value of \$400.00 was assigned to loss of riparian buffer and windbreak along the RR tracks. The offer amount is \$9,722.01.

Easement Language:

Grantor: Brian & Jamie Wolfe

Grantee: City of Muscatine

- 1. Easement Purpose.** The Permanent Easement Parcel is for use of a trail for public passage by foot and non-motorized bicycles. Grantee shall have the right, but not the obligation to construct, maintain, mark and use a trail across Grantor's parcel of land, in the location shown on the easement plat, including the construction of trail surfacing, facilities for the necessary channeling of surface water and appropriate signage. The Temporary Easement Parcel shall be as shown on the easement plat and is for the purpose of extra space necessary for construction of the trail.

The temporary and permanent easements shall be as shown on the attached easement plat.

- 2. Access to Easement Parcel.** Grantor grants unto Grantee the right of reasonable ingress and egress to, from, over, along and across the easement parcels at all times for the purposes of developing, maintaining, repairing and patrolling of said trail, equipment, appurtenances and any parts thereof and for maintenance of the sewer force main and structures.

Grantee shall invite public use of the trail and use reasonable efforts to maintain the trail, and discourage littering and other acts that would encroach upon the natural features of the trail corridor or diminish its attractiveness. Grantor shall retain the right, but not the obligation, to mow along the trail, remove snow and otherwise enhance the utilization of the trail.

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

3. Coordination with Grantor; Restoration & Repair.

- (a) Grantee's construction and maintenance shall not interfere with Grantor's business operations outside the temporary and permanent easement areas during all phases of construction.
- (b) All construction activities must be coordinated with Grantor's representative so as to not interfere with Grantor's business operations on Grantor's other property.
- (c) Grantee will complete all grading and seeding to restore all portions of the project area along the developed trail to its original condition.
- (d) Grantee shall not use temporary easement for borrow material except where necessary to obtain proper drainage using drainage swales and culverts with raised trail profile over culvert crossings.

4. Fences.

Grantee agrees to construct a 6 feet high chain link fence for 721 feet along the permanent trail easement on the back side of lots 1,2 and 3 of WCI Subdivision.

5. No Interference with Easement. Grantor, individually or by assignment easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the Easement Parcel that would interfere with the Grantee's operation of or access to the trail located therein, without written permission of Grantee, which permission will not be unreasonably withheld. In the event of any unauthorized erection or construction by Grantor, Grantee shall not be liable for personal injuries or responsible for damages in carrying out its permissible functions under this Easement.

6. Liability. It is further agreed that Grantee (except as above provided) shall be liable for any damage to any property of the Grantor caused by the Grantee, while constructing, reconstructing, operating, maintaining, patrolling or removing the trail, equipment, appurtenances or other associated portions thereof. However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the Grantee from liability to the Grantor, officers, employees, agents or contractors for damages caused by the Grantee, or by any contractor, subcontractor or employee of the assigns.

So long as Grantee invites public use of this trail, the City of Muscatine shall provide liability protection equal in coverage to that provided for all streets and trails within the City.

7. Additional Terms.

Where used herein, Grantor shall mean Grantor, grantors, their heirs, beneficiaries, fiduciaries, successors or assigns.

Please review and sign if the language above is satisfactory. If you desire changes, please note or mark up and return so we can proceed to a final agreement. This language will be included on the actual easement documents.

Grantor Signature _____

Sincerely,

Grantor Signature _____

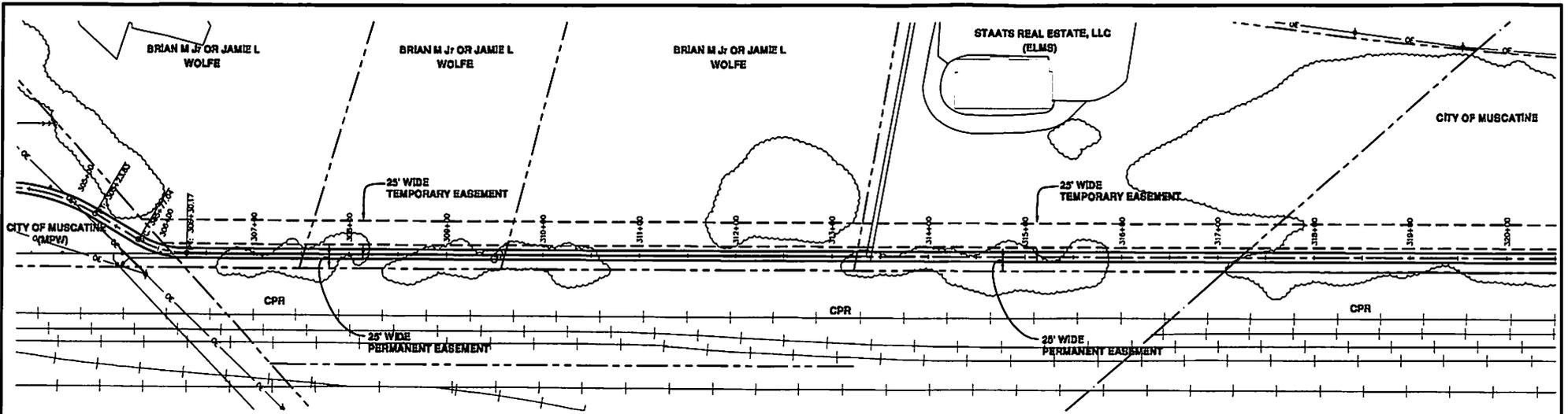
Jon Lutz, PE
City Engineer
jlutz@muscatineiowa.gov

Date _____

**Property Valuation Table
City of Muscatine
Musser Park to Wiggins Road Trail**

Date: 4-Nov-14

Owner	Parcel ID	Land Area	Assessed Value	Value/SF	Permanent Easement Area	Permanent Easement Value at 40%	Temporary Easement Area	Temporary Easement Value at 20%	Other Compensation	Total Compensation
		SF	Dollars	Dollars	SF	Dollars	SF	Dollars	Dollars	Dollars
Brian M. Jr & Jamie L. Wolfe	1309476001	193,406	\$ 139,260.00	0.72004						
Brian M. Jr & Jamie L. Wolfe	1309476002 1309476003	208,217	\$ 209,000.00	1.00376						
Offer amount	1309476001 1309476002 1309476003	401,623	\$ 348,260.00	0.867132	17,685	\$ 6,134.09	18,382	\$ 3,187.92	\$ 400.00	\$ 9,722.01
Notes:	Value per square foot based on assessed value of lot 1 for 2014 and listed sale price of lots 2 and 3. Includes Lots 1, 2 and 3 of WCI Subdivision. Other compensation is for loss of riparian buffer from RR mainline and windbreak.									
Jon Lutz City Engineer										



North Trail PROFILE

