

# REPORT / RECOMMENDATION



**To:** Mayor and City Council Members

**Agenda Item #:** VIII. D.

**From:** Bill Neuendorf   
Economic Development Manager

**Action**   
**Discussion**   
**Information**

**Date:** April 1, 2014

**Subject:** Encroachment Agreement, AK Larson Family LLC, 3939 West 50<sup>th</sup> Street

## Action Requested:

Approve agreement with AK Larson Family, LLC and authorize staff to work with property owner to complete improvement project.

## Information / Background:

The owner of the 50<sup>th</sup> and France Professional Building intends to update the building façade to be more compatible with the character of the business district. There are no anticipated changes to the use or tenants of the building.

Similar to most buildings in this district, this building is located directly on the property line. The proposed façade improvements would need to project over the public sidewalk in order to be constructed. This proposal has been reviewed by the City's Community Development, Public Works and Administration Departments. City staff agrees that this proposal improves the character of the 50<sup>th</sup> and France Commercial District. City staff recommends that the City enter into an agreement with the owner to allow these improvements to be completed.

The City of Edina owns a portion of this building that is used for the Edina Liquor store. Mutual easements were established when the building was constructed in 1977. Each party is intended to be responsible for the costs of improvements to their respective portions of the building.

An agreement has been prepared to allow the horizontal projection of the new façade over the public sidewalk. The agreement also sets a maximum amount that the City will contribute to façade improvements to the street level of the Edina Liquor store. These improvements will be completed by the building owner as part of his project and the City will reimburse the owner after project completion. These improvements will coincide with interior remodeling also anticipated for this City facility. The City's share of the project costs will come from the Liquor budget.

## Attachments:

Project Summary from owner's representative  
Proposed Agreement with Exhibits

# 50<sup>th</sup> and France Building

## Project Overview

Submittal to the City of Edina, Encroachment Review  
April 1, 2014

### Owners Representative:

Dan Meiusi, Cornerstone Construction  
612-747-5005, [dan.meiusi@mchsi.com](mailto:dan.meiusi@mchsi.com)

### Architect:

Tammy Magney AIA, MAGNEY Architecture, LLC  
612-701-7117, [tmagney@mchsi.com](mailto:tmagney@mchsi.com)

1. Goals
2. Context
  - Existing Building
  - The Street
  - Adjacent Buildings
3. Inspiration
4. The Neighborhood and Site Influences
5. Proposed building images

## Overview

1. Re-Create the 50th and France building to enhance the “Village Image” of the downtown Edina.
2. Signature entrance  
*“I’d like a Clock Tower at the corner entrance” Al Larson, building owner*
3. Break the scale of the building into smaller units / storefronts
4. Use materials consistent and complimentary to downtown Edina
6. Building signage – Opportunity for Tenant’s to attract customers
  - Identify 50<sup>th</sup> and France Building
  - Identify 2<sup>nd</sup> Floor Professional Offices
  - Identify 1<sup>st</sup> Floor Retail/Dining Establishments

## Goals



## Existing Elevations

Pedestrian storefront, street lights, car and pedestrian views, second floor professional offices



The Street  
Variety of materials, iconic theater sign



Adjacent buildings  
Brick, light stucco, varied facades, signage



Adjacent buildings  
Brick, light stucco, awnings, light posts, green accents



## Historic Inspiration

Red/brown brick, white mosaic tile, pedestrian scale



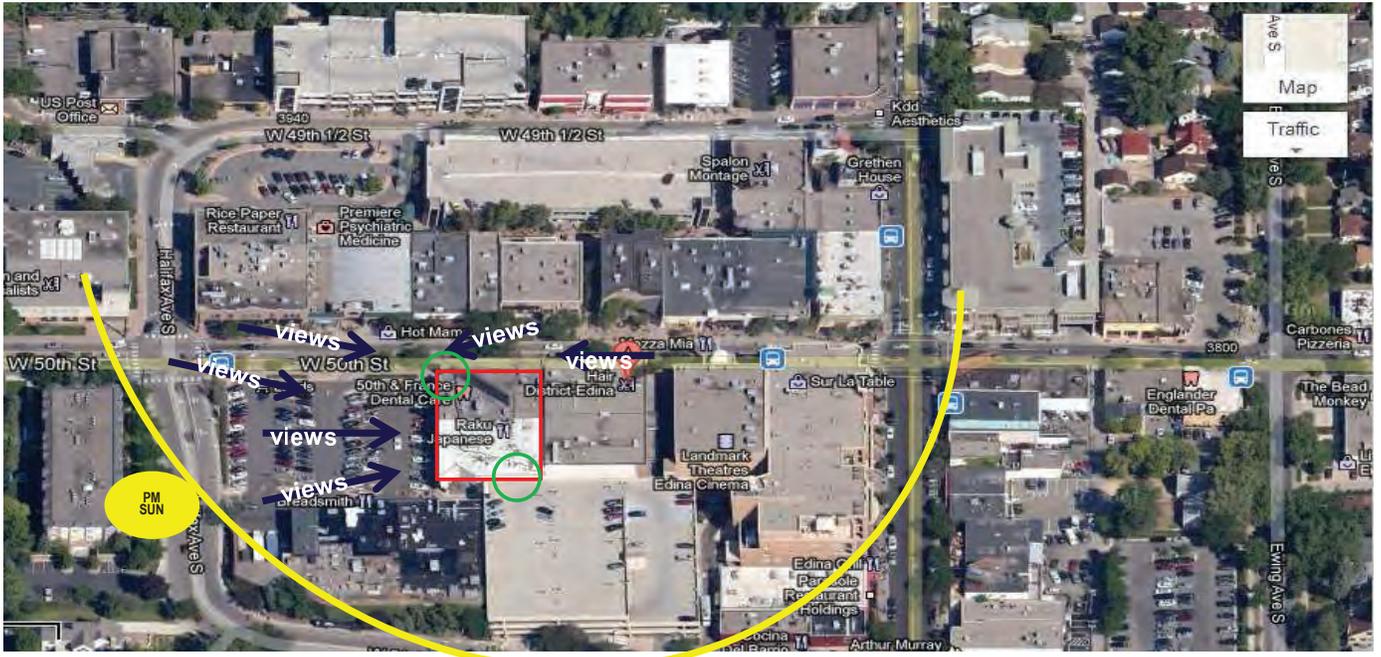
## Inspiration

Red/brown brick, white mosaic tile, awnings, green accents



## Inspiration

Red/brown brick, white mosaic tile, awnings, green accents



Shading



# The Neighborhood



# Proposed Upgrades Northwest



## Proposed Upgrades North Elevation



## Proposed Upgrades West Elevation



Proposed Upgrades



Proposed Upgrades  
50<sup>th</sup>



# Proposed Upgrades Parking Lot

## **AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is entered into effective as of \_\_\_\_\_, 2014 (the “Effective Date”) by and between **A.K. Larson Family, LLC**, a Minnesota limited liability company (“Larson”) and the **City of Edina**, a Minnesota municipal corporation (“City”).

**WHEREAS**, Larson owns the property and building located at 3939 West 50th Street in Edina, Minnesota (the “Larson Property”) legally described on the attached Exhibit “A”; and

**WHEREAS**, the City owns the property and building located at 3943 West 50<sup>th</sup> Street in Edina Minnesota (the “City Property”) legally described on the attached Exhibit “B”; and

**WHEREAS**, the City Property and Larson Property which abut each other are subject to a Declaration of Mutual Easements dated January 21, 1977 and recorded as Document Number 1209069 on the 11<sup>th</sup> day of February, 1977 in the office of the Hennepin County Registrar of Titles.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Construction.** Larson will construct a new entrance and clock tower at the northwest corner of Larson Property, and a new facade treatment on exposed northern, western, and southern facades of the Larson Property and the City Property, in accordance with the Plans attached hereto as Exhibit “C” (“Improvements”). The City consents to the construction of the Improvements, subject to the terms of this Agreement.

2. **Conditions.** Construction of the Improvements is subject to the following conditions and restrictions:

- a. The horizontal projection of the facade improvements into the City Property and right-of-way shall not exceed twelve (12) inches at its maximum extension. Any horizontal projections greater than six (6) inches must be at least eleven (11) feet above the exterior grade.
- b. The horizontal projection of the three columns at the northwest corner into the City Property or right-of-way shall not exceed fourteen (14) inches. The structural columns shall be located on the Larson Property.

- c. Any costs to repair or maintain the Improvements shall be the full responsibility of Larson.
- d. All work shall be in accordance with the Plans attached hereto as Exhibit "C" and must be in accordance with the construction documents filed with and approved by the Building Department
- e. Materials shall be as provided in the Materials Board on file at the City Hall on the effective date of this Agreement.
- f. Minor changes to the design or materials may be considered and approved or rejected by the City Manager or delegated staff. Major changes in design or materials are subject to review and approval or rejection by the City Council.
- g. All work is subject to standard construction and permit requirements of the City Code.
- h. The public sidewalk must remain open and available at all times. Proper pedestrian protection, such as covered scaffolding, must be provided as directed by the Building Department.
- i. Larson must alert building tenants and neighbors to possible disruptions at least twenty-four (24) hours in advance.
- j. The public right of way must be completely unrestricted during the duration of the Edina Art Fair, Thursday, June 7 to Sunday, June 10, 2014 and Thursday, June 4, 2015 to Sunday, June 7, 2015. If Larson fails to do so, Larson must pay the City One Thousand Dollars (\$1,000.00) per day plus the costs to restore the public way to a usable condition.
- k. If work does not commence prior to July 1, 2015, this Agreement is automatically terminated.
- l. If the work is not completed within six (6) months after it begins, the City may cause the work to be removed or completed, as determined by the City, with the costs borne by the Larson. All costs reasonably incurred by the City, including legal and administrative costs, to restore the building shall be the responsibility of Larson. This deadline may be extended due to Acts of God or other circumstances beyond Larson's control. The City's recognition of an extension will not be unreasonably withheld.

- m. Any damage to the City Property, including but not limited to sidewalks, curbs, and trees, must be restored at the cost of Larson.
- n. The Improvements are to proceed as a no-lien project in accordance with the laws of the State of Minnesota regarding public projects. Larson, for itself and for all who claim through Larson, acknowledges and agrees: (i) that because it is a public project, no lien shall attach to the City Property or to any improvements now existing or to be constructed thereon in favor of Larson or any contractor, subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work, materials, equipment, services, tools or machinery for the design or construction of improvements on the land. Larson shall also provide written notice of the no-lien status of this project to all of its contractors, subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the project. Larson shall defend, indemnify and hold the City harmless from any suit, lien, damages, losses or expenses, including reasonable attorney's fees, arising out of or relating to claims for payment for work, labor, materials and/or services provided at or for the project and Larson shall also take all available action to have any asserted lien released or removed from the City Property. Larson shall cause any lien filed against the City Property arising out of or relating to the Improvements to be removed or otherwise discharged within five (5) business days after receiving notice of such lien. This section is not applicable to mortgages on the Larson Property.

3. **Cost Share.** The City shall reimburse Larson for Larson's out-of-pocket-costs for constructing the portion of the facade Improvements on Parcel 1 of the City Property, but not to exceed Sixty Thousand Dollars (\$60,000.00). Larson shall submit a detailed description of work to be performed on Parcel 1 of the City Property and a detailed cost estimate for such work to the City Manager prior to beginning the Improvements. The City may reject the work if the cost estimate and scope of work is not consistent with the terms of this agreement. After completion, Larson shall submit a detailed invoice to the City and the City shall pay the invoice within thirty (30) days of receipt of the invoice unless the City disputes the invoice.

4. **Notices.** Notices given under this Agreement shall be delivered by (i) overnight courier, (ii) certified mail, or (iii) hand delivery, and addressed as follows or to such other address provided by written notice to the other party:

**To Larson:**

A.K. Larson Family, LLC  
3939 West 50<sup>th</sup> Street, #200  
Edina, MN 55424

**To City:**

City Manager  
City of Edina  
4801 West 50<sup>th</sup> Street  
Edina, MN 55424

5. **Governing Law.** The interpretation and construction of this Agreement, and all matters relating thereto, shall be governed by the laws of the State of Minnesota, without regard to the choice of law provisions thereof.

6. **Recording.** This Agreement shall run with the land and may be recorded against the title to the Larson Property and the City Property.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date through their undersigned authorized representatives.

**CITY OF EDINA**

By: \_\_\_\_\_  
James Hovland, Mayor

By: \_\_\_\_\_  
Scott Neal, City Manager

**A.K. LARSON FAMILY, LLC**

By: \_\_\_\_\_  
Allen Larson

Its \_\_\_\_\_

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by James Hovland and Scott Neal, respectively the Mayor and City Manager of the **City of Edina**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

---

Notary Public

STATE OF MINNESOTA )  
( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Allen Larson the \_\_\_\_\_ of **A.K. Larson Family, LLC**, a Minnesota limited liability company, on behalf of the company.

---

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

CAMPBELL, KNUTSON  
*Professional Association*  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, MN 55121  
Telephone: (651) 452-5000  
RNK

**EXHIBIT "A"**

**Larson Property**

Parcel 1:

Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, County of Hennepin, except that part of said Tract A lying South of the North 123 feet thereof and below the elevation of 899 feet mean sea level, 1929 adjustment:

Being registered land as is evidenced by Certificate of Title No. 1054996.

Parcel 2:

The North 166.5 feet of the East 60 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota, except the South 43.5 feet of the West 54 feet thereof, and except the South 2.0 feet of the East 6.0 feet thereof; and

That part of the following described premises lying above the elevation of eight hundred ninety-nine (899) feet mean sea level, 1929 adjustment:

The South 43.5 feet of the North 166.5 feet of the West 54 feet of the East 60 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota; and

The South 2.0 feet of the East 6.0 feet of the North 166.5 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota; and

That part of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota, described as follows:

Beginning at a point on the East line of said Lot 43 distant 166.5 feet South of the North line thereof; thence South along said East line to its intersection with Line "A" described below; thence West along said Line "A" to the most Southerly and Easterly corner of Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, Hennepin County, Minnesota; thence North along the most Easterly line of said Tract A to its intersection with the South line of the North 166.5 feet of said Lot 43; thence East, along said South line, to the point of beginning.

Line "A":

A straight line drawn between the most Southerly and Easterly corner of Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, Hennepin County, Minnesota, and a point on the East line of the West 107 feet of Lot 44, Auditor's Subdivision No. 172, Hennepin County, Minnesota, distant 181.05 feet North of the South line thereof.

Abstract property.

**EXHIBIT “B”**

**City Property**

**Parcel 1:**

That part of the following described premises lying below the elevation of eight hundred ninety-nine (899) feet mean sea level, 1929 adjustment: Tract A, Registered Land Survey No. 1426, Hennepin County, Minnesota, except the North 123 feet thereof.

Being registered land as is evidenced by Certificate of Title No. 566016.

**Parcel 2:**

Tract B, Registered Land Survey No. 1426, Hennepin County, Minnesota.

Being registered land as is evidenced by Certificate of Title No. 542800.

**EXHIBIT “C”**

**Plans**

SURVEY FOR: **DAN MEIUSI**

SURVEYED: September, 2013 DRAFTED: September 9, 2013  
 REVISED: March 24, 2014, to show proposed improvements.

**LEGAL DESCRIPTION:**

**Parcel 1:**  
 Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, County of Hennepin, except that part of said Tract A lying South of the North 123 feet thereof and below the elevation of 899 feet mean sea level, 1929 Adjustment. Being registered land as is evidenced by Certificate of Title No. 566017.

**Parcel 2:**  
 The North 166.5 feet of the East 60 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota, except the South 43.5 feet of the West 54 feet thereof, and except the South 2.0 feet of the East 6.0 feet thereof; and That part of the following described premises lying above the elevation of eight hundred ninety-nine (899) feet mean sea level, 1929 adjustment: The South 43.5 feet of the North 166.5 feet of the West 54 feet of the East 60 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota; and The South 2.0 feet of the East 6.0 feet of the North 166.5 feet of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota; and That part of Lot 43, Auditor's Subdivision No. 172, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Lot 43 distant 166.5 feet South of the North line thereof; thence South along said East line to its intersection with Line "A" described below; thence West along said Line "A" to the most Southerly and Easterly corner of Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, Hennepin County, Minnesota; thence North along the most Easterly line of said Tract A to its intersection with the South line of the North 166.5 feet of said Lot 43; thence East. along said South line, to the point of beginning.

**Line "A":**  
 A straight line drawn between the most Southerly and Easterly corner of Tract A, Registered Land Survey No. 1426, Files of the Registrar of Titles, Hennepin County, Minnesota, and a point on the East line of the West 107 feet of Lot 44, Auditor's Subdivision No. 172, Hennepin County, Minnesota, distant 181.05 feet North of the South line thereof.

**SCOPE OF WORK & LIMITATIONS:**

1. Showing the length and direction of boundary lines of the above legal description. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct, and that any matters of record, such as easements, that you wish shown on the survey, have been shown.
2. Showing the location of existing improvements we deemed important.
3. Setting new monuments or verifying old monuments to mark the corners of the property.
4. While we show proposed improvements to your property, we are not as familiar with your plans as you are nor are we as familiar with the requirements of governmental agencies as their employees are. We suggest that you review the survey to confirm that the proposals we show are what you intend and submit the survey to such governmental agencies that may have jurisdiction over your project and gain their approvals if you can before beginning construction or planning improvements to the property.
5. Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.

**STANDARD SYMBOLS & CONVENTIONS:**

"●" Denotes 1/2" ID pipe with plastic plug bearing State License Number 9235, set, unless otherwise noted.

**CERTIFICATION:**

I hereby certify that this plan, specification, report or survey was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer and Licensed Land Surveyor under the laws of the state of Minnesota.

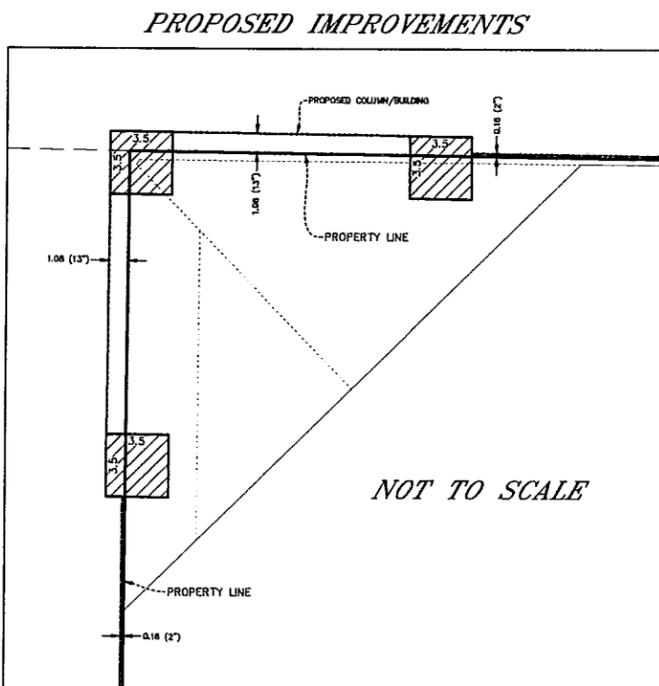
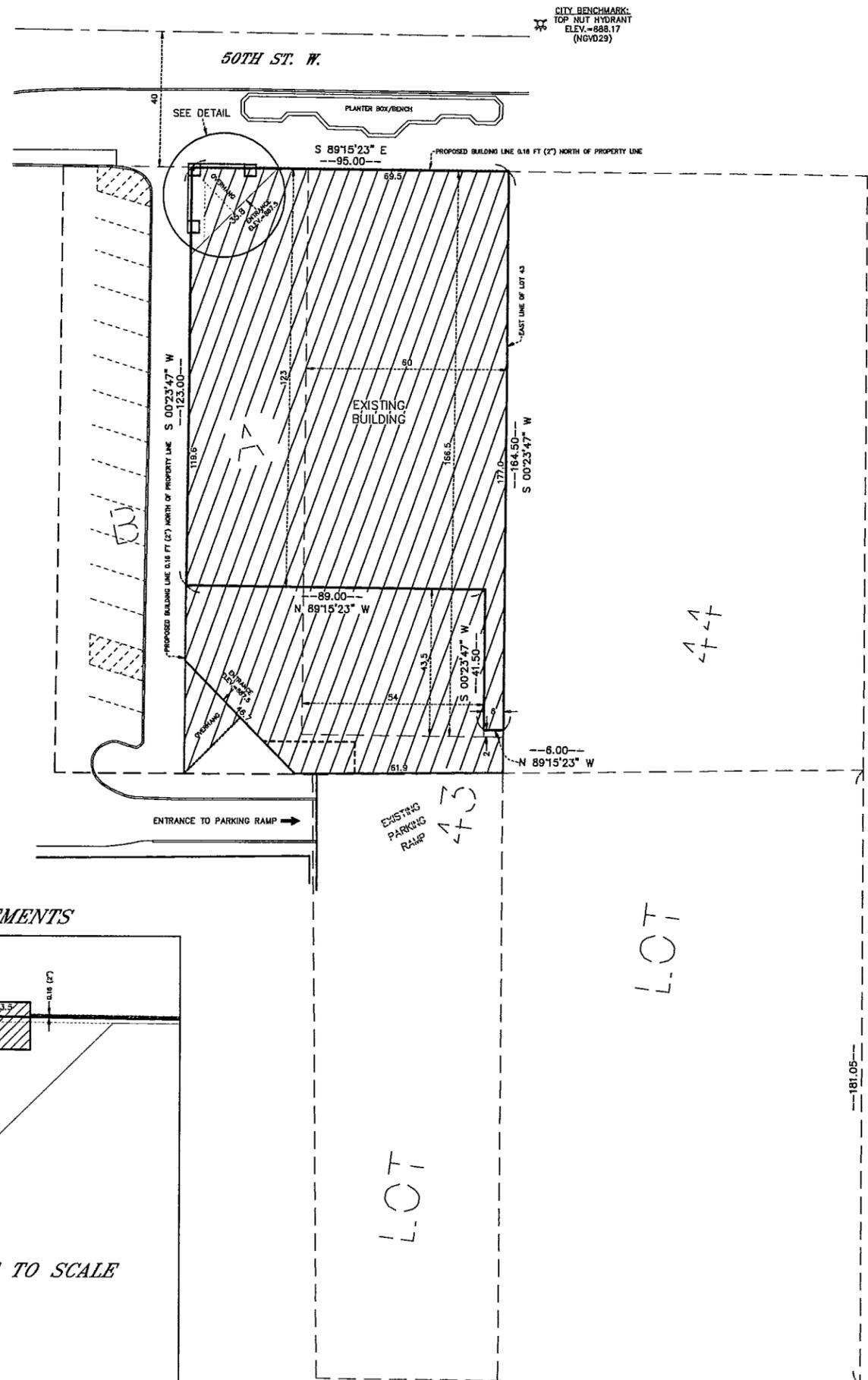
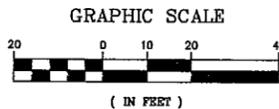
Signature: *James H. Parker* Typed Name: James H. Parker Reg. No.: 9235

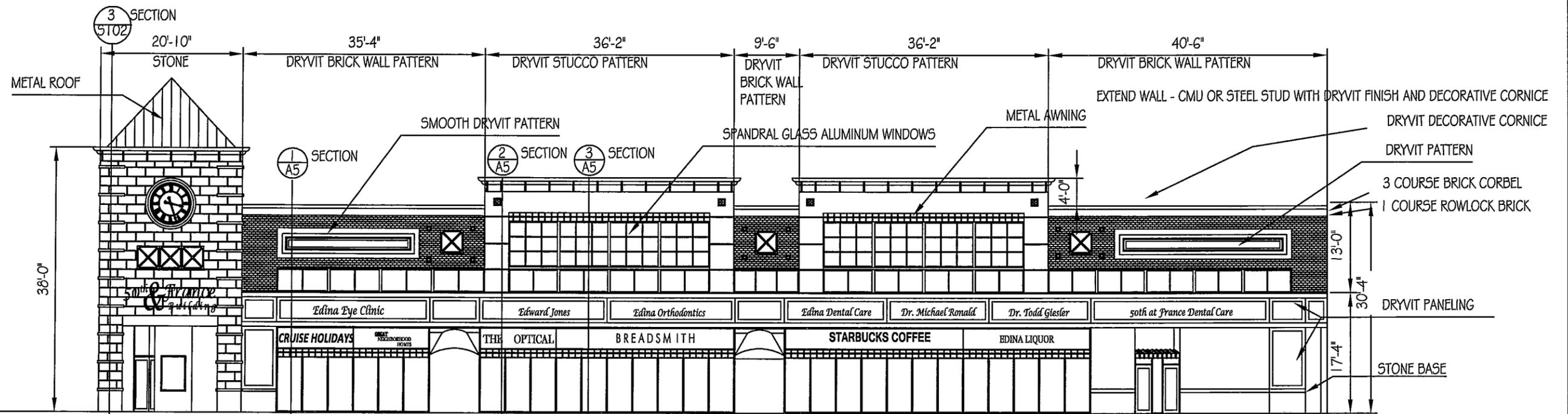
Date: March 24, 2014

EXHIBIT C, Page 9

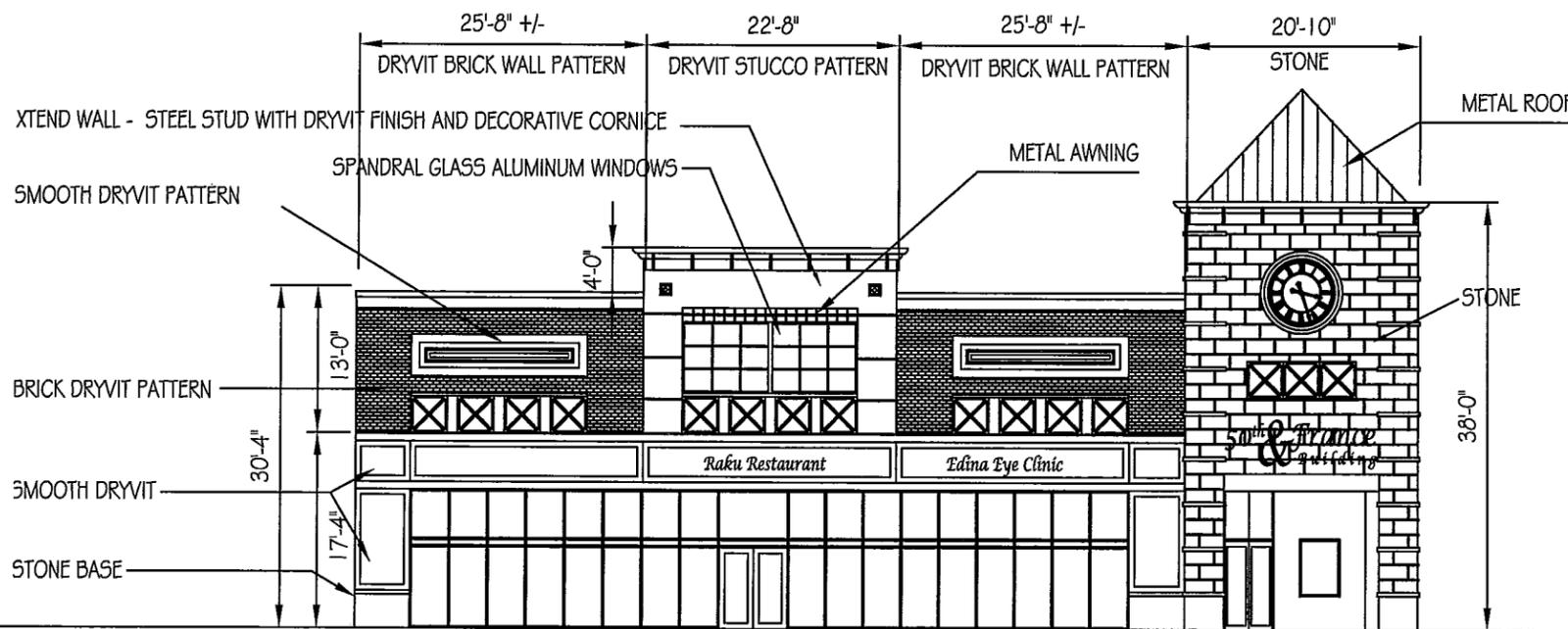
DWG. NO. 130635 PROPOSED

CITY BENCHMARK:  
 TOP NUT HYDRANT  
 ELEV.=899.54  
 (NGVD29)

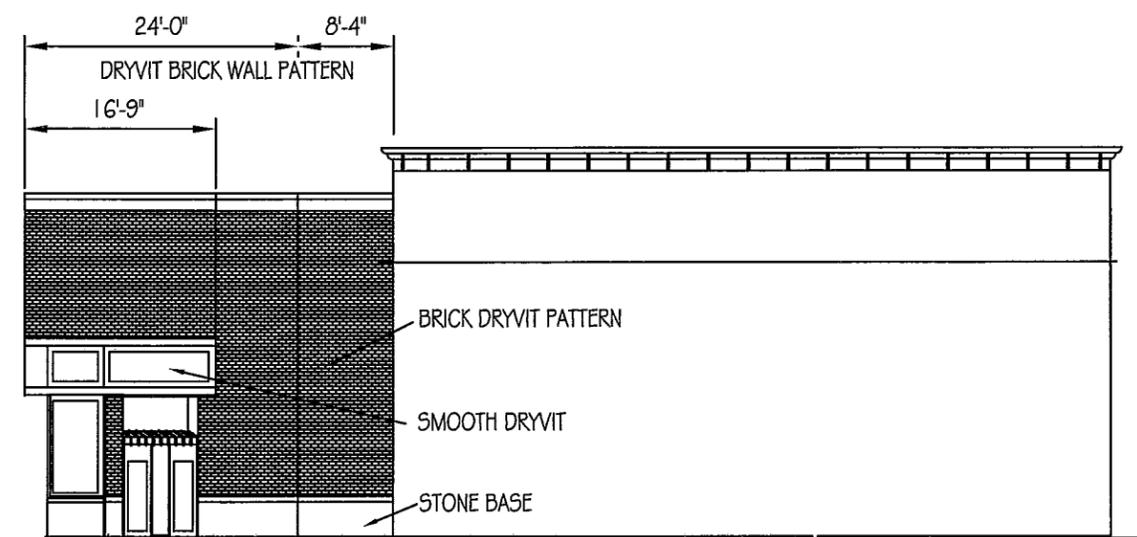




1 WEST ELEVATION  
A4



2 NORTH ELEVATION  
A4



3 SOUTH ELEVATION  
A4

EXHIBIT C, Page 10

**MAGNEY**  
ARCHITECTURE, LLC

Tammy Magney, AIA Cell: 612-701-7117 email: tmagney@mchsi.com

**Cornerstone**  
CONSTRUCTION, LLC MN

Dan Meiusi cell: 612-747-5005 email: danmeiusi@mchsi.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT HAS BEEN PREPARED BY ME AND OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

Tammy S. Magney  
LICENSE NUMBER  
16917 Expiration date: JUNE 30, 2014

50th & France Building  
50th and France Edina, MN

Sheet Title: RENDERED ELEVATIONS

18889 EASTWOOD DRIVE, EXCELSIOR, MN 55331  
TEL: 612.701.7117

Date: tbd  
Project:  
Drawn: TSM

Sheet Number:

A4

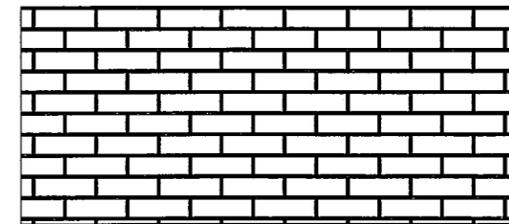
© MAGNEY ARCHITECTURE

email: tmagney@mchsi.com

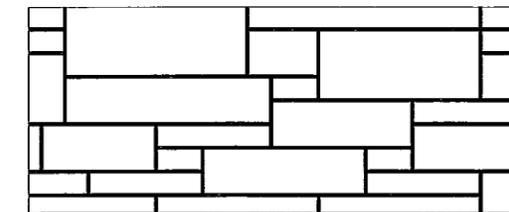
PROPERTY LINE  
 DRYVIT CORNICE  
 DRYVIT BRICK PATTERN ON EXISTING PRECAST PANEL  
 REPLACEMENT WINDOW  
 DRYVIT PANEL  
 RECESSED SOFFIT LIGHT  
 REPLACEMENT METAL PANEL SIGN  
 EXISTING STANDING SEAM AWNING  
 EXISTING STOREFRONT WDW

PROPERTY LINE  
 DRYVIT CORNICE  
 2" DRYVIT PATTERN ON 4" STEEL STUD EXTENSION  
 REPLACEMENT WINDOW  
 DRYVIT PANEL  
 RECESSED SOFFIT LIGHT  
 REPLACEMENT METAL PANEL SIGN  
 EXISTING STANDING SEAM AWNING  
 EXISTING STOREFRONT WDW

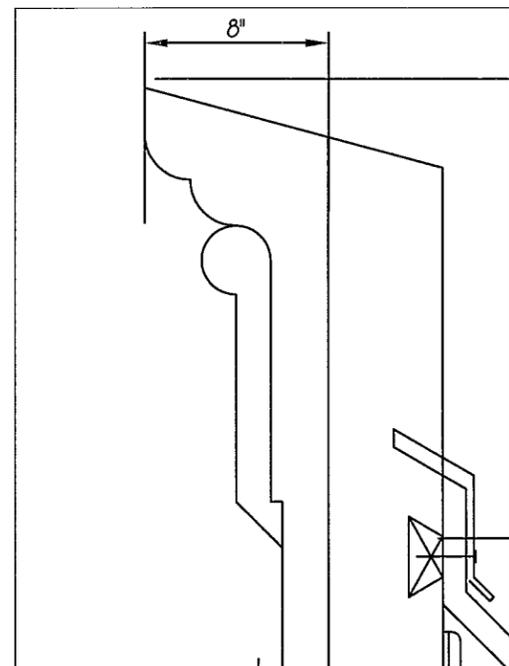
DRYVIT CORNICE  
 DRYVIT STONE PATTERN ON STEEL STUD EXTENSION  
 STANDING SEAM AWNING / FRAME  
 SPANDREL PANEL  
 ALUM SILL  
 SUPPORT ANGLE  
 REPLACEMENT WINDOW  
 DRYVIT PANEL  
 RECESSED SOFFIT LIGHT  
 REPLACEMENT METAL PANEL SIGN  
 EXISTING STANDING SEAM AWNING  
 EXISTING STOREFRONT WDW



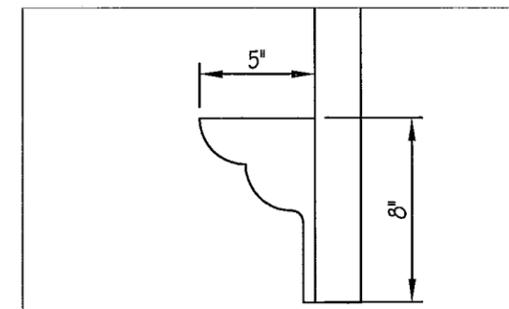
BRICK PATTERN



STONE PATTERN



CORNICE DETAIL 1/2" = 1'-0"



CLOCK TRIM DETAIL 1/2" = 1'-0"

EXHIBIT C, Page 11

1 SECTION - TYPICAL BRICK 1/4" = 1'-0"  
 A5

2 SECTION - 4' ADD ON PARAPET 1/4" = 1'-0"  
 A5

3 SECTION - SPANDREL GLASS AND AWNING 1/4" = 1'-0"  
 A5

**MAGNEY**  
 ARCHITECTURE, LLC

Tammy Magney, AIA Cell: 612-701-7117 email: tmagney@mchsi.com

**Cornerstone**  
 CONSTRUCTION, LLC MN

Dan Meiusi cell: 612-747-5005 email: danmeiusi@mchsi.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT HAS BEEN PREPARED BY ME AND OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENCED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

Tammy S. Magney  
 LICENSE NUMBER 19917 Expiration date: JUNE 30, 2014

50th & France Building  
 50th and France Edina, MN

Sheet Title:  
 SECTIONS AND DETAILS

18889 EASTWOOD DRIVE, EXCELSIOR, MN 55331  
 TEL: 612.701.7117

Date: tbd  
 Project:  
 Drawn: TSM

Sheet Number:

A5

© MAGNEY ARCHITECTURE

email: tmagney@mchsi.com