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**South Washington County Schools**

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Keith Jacobus, Ph.D., Superintendent

**District Service Center**

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

**ADMINISTRATIVE REPORT**

TO: Members of the School Board  
Keith Jacobus, Superintendent

FROM: Michael T. Vogel, Interim Director of Facilities and Construction  
Management

DATE: March 29, 2017

TOPIC/PURPOSE OF REPORT: School Drive Jurisdictional Transfer Agreement

REFERENCE TO POLICY/STRATEGIC PLAN: 801.1 Site Acquisition Procedures

RECOMMENDED BOARD ACTION: Approve

DATE FOR BOARD ACTION: April 6, 2017

**REPORT**

In summer of 2013 the city and school district negotiated the transfer of ownership of School Drive from the city to the school district. School Drive serves no other property other than Woodbury Elementary and Woodbury Middle School. The city agreed to upgrade the condition of School Drive at its expense and in return the school district agreed to take over the ownership and on-going maintenance of the road. The upgrade of the road was completed in a timely fashion and the district has been maintaining the road since that time. However, the parties neglected to formalize the agreement and submit the documentation to the county to transfer title to the school district. Once approved by the school board the documents will be submitted to the city for counsel approval and the city will have the agreement recorded by the County.

Administration recommends approval of the resolution.

**AGREEMENT FOR THE JURISDICTIONAL TRANSFER OF  
SCHOOL DRIVE IN THE CITY OF WOODBURY BETWEEN UPPER AFTON ROAD  
AND WEIR DRIVE EXTENDED**

**THIS AGREEMENT** is hereby made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Woodbury ("City"), and the Independent School District 833 ("ISD 833") for the purpose of defining the rights and responsibilities concerning the jurisdictional transfer of School Drive.

**WHEREAS**, pursuant prior deed conveyance the City of Woodbury is the owner of School Drive identified in **Exhibit A** annexed hereto and incorporated herein by reference; and

**WHEREAS**, the Independent School District 833 agrees to accept School Drive as a private roadway under its control and management and wishes to accept jurisdictional control of School Drive, under certain terms and conditions; and

**WHEREAS**, the segment of School Drive that the City of Woodbury wishes to transfer to the control of ISD 833 has no connection with any public street except Upper Afton Blvd and has no use for any property owner other than ISD 833; and

**WHEREAS**, School Drive to be transferred is in good serviceable condition with no immediate maintenance needs; and

**WHEREAS**, the City and ISD 833 wish to take the necessary steps in order to accomplish these jurisdictional transfers; and

**WHEREAS**, the City of Woodbury shall retain a Drainage, Utility and Trail easement (**Exhibit B**) over under and across the property so transferred

**NOW, THEREFORE**, the parties agree to the following conditions regarding the transfer of jurisdiction of the road(s):

**SCHOOL DRIVE**

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
2. The City hereby transfers jurisdictional control of School Drive to ISD 833 and ISD 833 hereby accepts same
3. ISD shall immediately take over and control all maintenance, snow removal, and upkeep on the roadway surface and storm sewer pathways, pipes, culverts and related elements adjacent to School Drive that now served their adjacent property and School Buildings, parking lots and impervious surfaces.

4. The existing pedestrian/bike trails and public utility placements located upon and in School drive (**Exhibit B**) shall remain the property of the City of Woodbury and the City shall have a right to enter upon the area of School Drive from time to time as needed to perform maintenance repairs and replacements of the trail and utilities as it deems fit, Water and Sewer services. The city shall repair any surface disruption to School Drive needed as a result of its making repairs or replacements to its utilities returning same to as good or better condition.
5. ISD 833 will maintain and monitor all turf, vegetation and existing unimproved areas within the transfer area depicted and provided for.
6. ISD 833 will not impair, block, damage or impede in any way the Trails and Utilities now located within the area as described.
7. The City will maintain and have the full right of control, repair and replacement of the stormwater pipes located within the two infiltrations basins as illustrated in the drawing attached as Exhibit B as it deems fit and ISD will cooperate to allow the city unfettered access to same.
8. This transfer of School Drive shall be effective as of December 31, 2013 as the parties have implemented its terms since that date.
9. Indemnification. Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party alleging negligence or injury arising from the area under its control. This indemnification will be limited to the scope of liability provided for in Minn. Stat. 466.04.
10. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and full supersedes any and all prior agreements or understandings between the parties and no change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each party hereto.
11. The City of Woodbury may reclassify School Drive as a private roadway for the purposes of this agreement

**City of Woodbury, Minnesota**

\_\_\_\_\_  
Mary Giuliani Stephens  
Mayor

\_\_\_\_\_  
Clinton Gridley  
City Administrator

Approved as to form:

\_\_\_\_\_  
City Attorney                      Date \_\_\_\_\_

**Independent School District 833**

By: \_\_\_\_\_  
    Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney  
Date: \_\_\_\_\_

## EXHIBIT A

A perpetual easement 70 feet in width for public roadway purposes over, under and across the following described property:

All that part of the Southwest Quarter of Northeast Quarter of Section 7, Township 28 North, Range 21 West, Washington County, Minnesota, described as follows, to-wit: Beginning at an iron stake on the South line of said Southwest Quarter of Northeast Quarter 789.07 feet East of the center of said section, thence East along the South line of said Southwest Quarter of Northeast Quarter 463.46 feet to an iron stake on the West right-of-way line of Frontage Road "D"; thence Northeasterly along the West right-of-way line of Frontage Road "D" 79 feet more or less to the East line of said Southwest Quarter of Northeast Quarter; thence North along the East line of the Southwest Quarter of Northeast Quarter a distance of 536.20 feet to an iron stake, thence South 89 degrees 58 minutes West 530.93 feet to an iron stake, thence South 00 degrees 01 minutes 30 seconds East 577.70 feet to the point of beginning. According to the United States Government Survey thereof.

The centerline of said easement being described as commencing at a point on the West line of the Northeast Quarter of said Section 7 distant 35.00 feet north from the Southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 59 minutes 07 seconds East and parallel with the South line of said Northeast Quarter 581.57 feet to the point of beginning of the centerline to be described; thence South 81 degrees 24 minutes East 401.21 feet; thence easterly 521.09 feet along a tangential curve concave to the North having a radius of 820 feet and a central angle of 36 degrees 24 minutes 37 seconds and there terminating.

## EXHIBIT B

### DRAINAGE, UTILITY, AND TRAIL EASEMENT-RETAINED BY CITY OF WOODBURY

A permanent easement for drainage, utility and trail purposes over, under, and across that part of the Northeast Quarter of Section 7, Township 28, Range 21, lying Southwesterly of the centerline of Upper Afton Road (Co. Hwy 16), and lying Northerly of the centerline of Lower Afton Road (also known as Valley Creek Road) and lying westerly of the following described line:

Commencing at the Northwest corner of said Northeast Quarter of Section 7; thence South 89 degrees 58 minutes 38 seconds East, assumed bearing along the north line of said Northeast Quarter, 21.02 feet to its intersection with said centerline of Upper Afton Road (Co. Hwy 16), as presently located and travelled; thence South 31 degrees 58 minutes 08 seconds East, along said centerline, 325.22 feet to the point of beginning of the line to be described; thence South 58 degrees 21 minutes 31 seconds West, 105.73 feet; thence southwesterly 72.38 feet along a tangential curve concave to the southeast having a radius of 92.00 feet and central angle of 45 degrees 04 minutes 45 seconds; thence South 13 degrees 16 minutes 45 seconds West, tangent to last described curve, 41.54 feet; thence South 10 degrees 25 minutes 55 seconds West, 131.97 feet; thence South 04 degrees 26 minutes 34 seconds West, 50.32 feet; thence South 00 degrees 41 minutes 56 seconds West, 229.16 feet; thence South 02 degrees 14 minutes 11 seconds East, 161.37 feet; thence South 07 degrees 58 minutes 58 seconds East, 46.58 feet; thence South 01 degrees 44 minutes 20 seconds East, 44.16 feet; thence South 02 degrees 58 minutes 36 seconds West, 47.62 feet; thence South 05 degrees 27 minutes 33 seconds West, 79.19 feet; thence South 01 degrees 23 minutes 42 seconds West, 191.07 feet; thence South 05 degrees 02 minutes 56 seconds West, 85.56 feet; thence South 10 degrees 11 minutes 02 seconds East, 29.13 feet; thence South 05 degrees 08 minutes 42 seconds East, 79.55 feet; thence South 00 degrees 52 minutes 07 seconds West, 28.17 feet; thence South 03 degrees 02 minutes 55 seconds West, 113.83 feet; thence South 00 degrees 43 minutes 36 seconds West, 60.44 feet; thence South 01 degrees 40 minutes 40 seconds East, 179.24 feet; thence South 00 degrees 08 minutes 51 seconds East, 307.05 feet; thence South 02 degrees 11 minutes 18 seconds West, 180.21 feet; thence South 04 degrees 01 minutes 46 seconds West, 70.17 feet; thence South 06 degrees 21 minutes 04 seconds West, 42.54 feet; thence South 22 degrees 05 minutes 18 seconds East, 14.10 feet; thence South 58 degrees 49 minutes 40 seconds East, 20.35 feet; thence South 50 degrees 58 minutes 55 seconds East, 55.67 feet to the south line of said Northeast Quarter and said line there terminating.

Subject to the right of way of Upper Afton Road (Co. Hwy. 16) and subject also to the right of way of Lower Afton Road (also known as Valley Creek Road) for road, public utility and railway purposes.

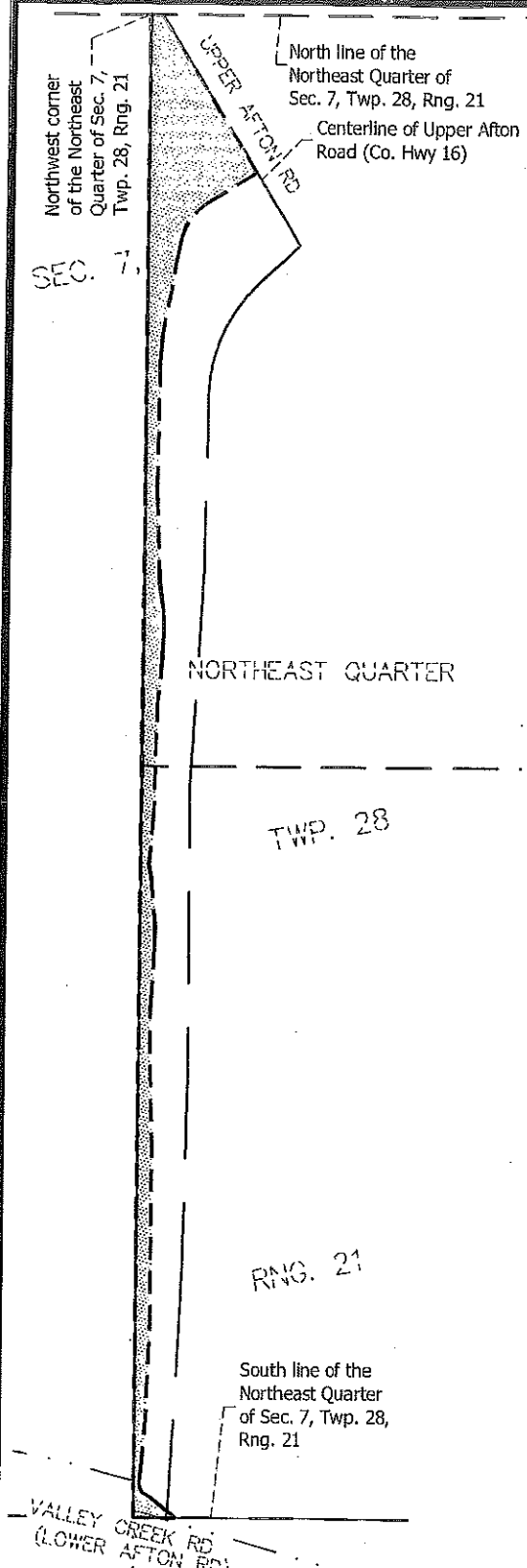
Said permanent easement contains  $\pm 100,352$  square feet ( $\pm 2.30$  acres).

# CITY OF WOODBURY

## DRAINAGE, UTILITY, AND TRAIL EASEMENT

A permanent easement for drainage, utility and trail purposes over, under, and across that part of the Northeast Quarter of Section 7, Township 28, Range 21, lying Southwesterly of the centerline of Upper Afton Road (Co. Hwy 16), and lying Northerly of the centerline of Lower Afton Road (also known as Valley Creek Road) and lying westerly of the following described line:  
 Commencing at the Northwest corner of said Northeast Quarter of Section 7; thence South 89 degrees 58 minutes 38 seconds East, assumed bearing along the north line of said Northeast Quarter, 21.02 feet to its intersection with said centerline of Upper Afton Road (Co. Hwy 16), as presently located and travelled; thence South 31 degrees 58 minutes 08 seconds East, along said centerline, 325.22 feet to the point of beginning of the line to be described; thence South 58 degrees 21 minutes 31 seconds West, 105.73 feet; thence southwesterly 72.38 feet along a tangential curve concave to the southeast having a radius of 92.00 feet and central angle of 45 degrees 04 minutes 45 seconds; thence South 13 degrees 16 minutes 45 seconds West, tangent to last described curve, 41.54 feet; thence South 10 degrees 25 minutes 55 seconds West, 131.97 feet; thence South 04 degrees 26 minutes 34 seconds West, 50.32 feet; thence South 00 degrees 41 minutes 56 seconds West, 229.16 feet; thence South 02 degrees 14 minutes 11 seconds East, 161.37 feet; thence South 07 degrees 58 minutes 58 seconds East, 46.58 feet; thence South 01 degrees 44 minutes 20 seconds East, 44.16 feet; thence South 02 degrees 58 minutes 36 seconds West, 47.62 feet; thence South 05 degrees 27 minutes 33 seconds West, 79.19 feet; thence South 01 degrees 23 minutes 42 seconds West, 191.07 feet; thence South 05 degrees 02 minutes 56 seconds West, 85.56 feet; thence South 10 degrees 11 minutes 02 seconds East, 29.13 feet; thence South 05 degrees 08 minutes 42 seconds East, 79.55 feet; thence South 00 degrees 52 minutes 07 seconds West, 28.17 feet; thence South 03 degrees 02 minutes 55 seconds West, 113.83 feet; thence South 00 degrees 43 minutes 36 seconds West, 60.44 feet; thence South 01 degrees 40 minutes 40 seconds East, 179.24 feet; thence South 00 degrees 08 minutes 51 seconds East, 307.05 feet; thence South 02 degrees 11 minutes 18 seconds West, 180.21 feet; thence South 04 degrees 01 minutes 46 seconds West, 70.17 feet; thence South 06 degrees 21 minutes 04 seconds West, 42.54 feet; thence South 22 degrees 05 minutes 18 seconds East, 14.10 feet; thence South 58 degrees 49 minutes 40 seconds East, 20.35 feet; thence South 50 degrees 58 minutes 55 seconds East, 55.67 feet to the south line of said Northeast Quarter and said line there terminating.  
 Subject to the right of way of Upper Afton Road (Co. Hwy. 16) and subject also to the right of way of Lower Afton Road (also known as Valley Creek Road) for road, public utility and trailway purposes.

Said permanent easement contains ±100,352 square feet (±2.30 acres).



### LEGEND

 Drainage, Utility, and Trail Easement



NO SCALE

FILE NAME 193800071V601.dwg

PROJ. NO. 193800071

DRAWN DJR

SURVEY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

*Daniel J. Roeber*

DATE JUNE 3, 2013

LIC. NO. 43133



**Stantec**

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