



South Washington County Schools

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: June 14, 2018

TOPIC/PURPOSE OF REPORT: City of Cottage Grove Easement Agreement for Construction,
Drainage and Utility Purposes

RECOMMENDED BOARD ACTION: Approve the Easement Agreement with the City of Cottage
Grove

DATE FOR BOARD ACTION: June 21, 2018

REPORT

The City of Cottage Grove has requested an easement agreement (copy attached) for drainage and utility purposes between the City, the School district and Eternity Homes, a home builder constructing a small housing development on the back side of Pine Hill Elementary school as well as a temporary construction easement for grading, sloping and construction purposes.

Administration has determined that granting the easement agreement will have no material effect on school activities or property values and therefore recommends approval of the easement agreement.

**EASEMENT AGREEMENT FOR
CONSTRUCTION AND DRAINAGE AND UTILITY PURPOSES**

THIS EASEMENT AGREEMENT FOR CONSTRUCTION AND UTILITY PURPOSES (“Easement”) is made, granted and conveyed this ____ day of _____, 2018, by and between Independent School District No. 833, a Minnesota public corporation (“Landowner”), the City of Cottage Grove, a Minnesota municipal corporation (“City”) and Eternity Homes LLC, a Minnesota limited liability company (“Developer”).

The Landowner owns real property in Washington County, Minnesota, legally described as follows:

The North Six Hundred Twenty-eight and Ninety-three Hundredths (628.93) feet of the West Seven Hundred Twenty-five and Sixty Hundredths (725.60) feet of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Twenty (20), Township Twenty-seven (27) North, Range Twenty-one (21) West, subject to Cherry Avenue on and across the Westerly Thirty-three (33) feet thereof, containing 10.476 acres, more or less.

PID: 20.027.21.22.0002

(the “Property”).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for drainage utility purposes and all such purposes ancillary, incident, and related thereto (“Permanent Easement”) under, over, across, through and upon the real property identified and legally described and depicted on Exhibit A (the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

And

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such

purposes ancillary, incident or related thereto (“Temporary Easement”) under, over, across, through and upon that real property identified and legally described and depicted on Exhibit A (the “Temporary Easement Area”) attached hereto and incorporated herein by reference. The Temporary Easement shall expire on November 30, 2019 and be of no force and effect thereafter.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, storm sewer pipe, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, 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 any sanitary sewer, storm sewer, , storm sewer pipe, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

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 this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; 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 pipes, conduits, or mains 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 the City may deem appropriate.

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth, curb, concrete, asphalt, and other obstructions interfering with the location, construction and maintenance of the temporary roadway/driving surface within the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate; and
- e.) to enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement through the duration of this Easement.

The 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 Landowner's Property prior to the date hereof.

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 Landowner or its successors or assigns or Developer shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, 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 Landowner's Property, the Permanent Easement Area described and depicted on Exhibit A and the Temporary Easement Area described and depicted on Exhibit A and has good right to grant and convey the Permanent Easement and the Temporary Easement herein to the City.

The terms and conditions of this instrument shall run with the land and be binding on the Landowner, its successors and assigns.

This Easement 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.

[The remainder of this page has been intentionally left blank.]

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

**CITY:
CITY OF COTTAGE GROVE**

By: _____
Myron Bailey
Mayor

By: _____
Joseph Fischbach
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Myron Bailey and Joseph Fischbach 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 Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it 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

**LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833**

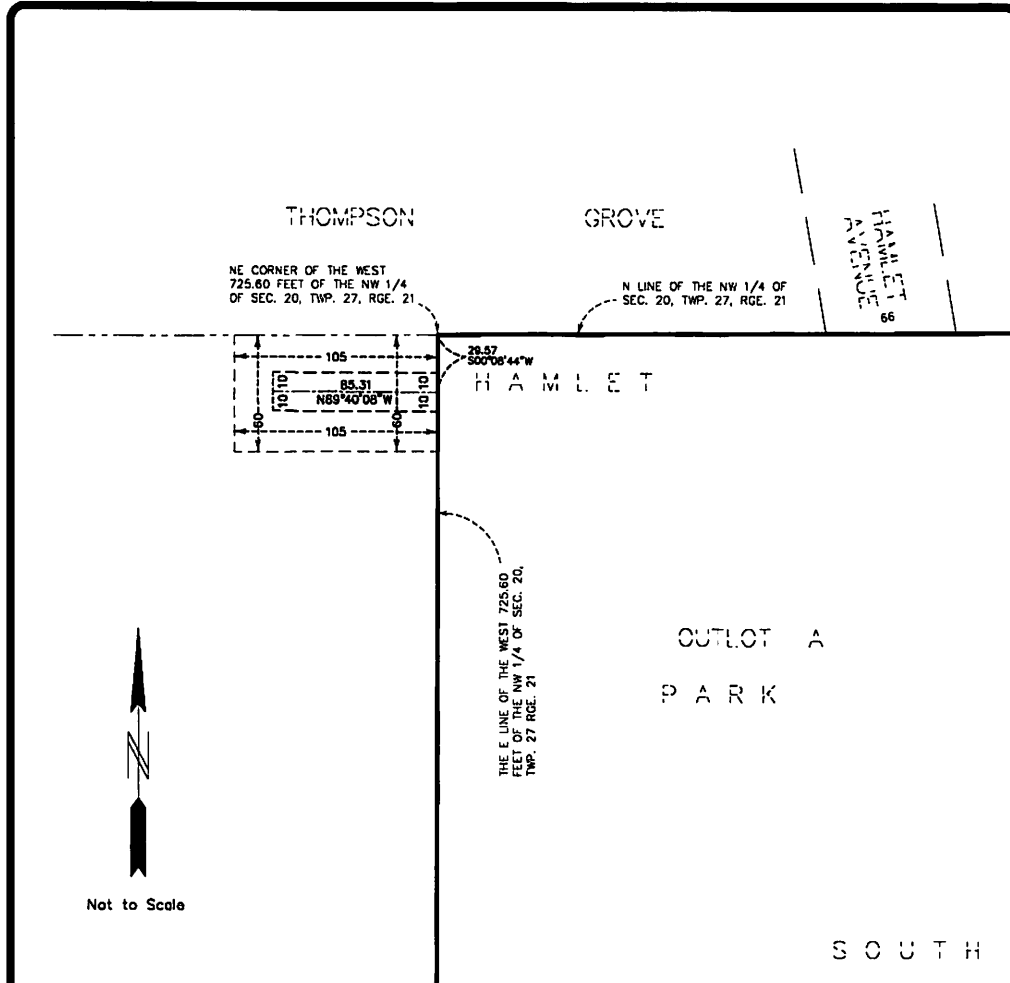
By: _____
Tracy Brunnette
Its: School Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this ____ day of _____, 2018, by Tracy Brunnette, the School Board Chair of Independent School District No. 833, a Minnesota public corporation, on behalf of the corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF THE
PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA



PROPOSED DESCRIPTION FOR DRAINAGE AND UTILITY EASEMENT

A 20.00 foot wide easement for drainage and utility purposes lying over, under, and across the west 725.60 of the Northwest Quarter of Section 20, Township 27, Range 21, Washington County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said west 725.60 feet; thence South 00 degrees 08 minutes 44 seconds West along the east line of said west 725.60 feet, a distance of 29.57 feet to the point of beginning; thence North 89 degrees 40 minutes 08 seconds West, a distance of 85.31 feet and there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on said east line of the west 725.60 feet

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Denotes proposed drainage and utility easement

PROPOSED DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes lying over, under and across the north 60.00 feet of the east 105.00 feet of the west 725.60 of the Northwest Quarter of Section 20, Township 27, Range 21, Washington County, Minnesota.

Said temporary easement shall expire on _____

Denotes proposed temporary construction easement

1 of 1 Sheets	<p>PIONEER Engineering <small>CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS</small> 2422 Enterprise Drive Mendota Heights, MN 55120 (651) 681-1914 Fax: 651-9488 www.pioneereng.com</p>	Cad File: 117242 HAMLET HEIGHTS D & U.dwg Folder #: 8149 Drawn by: TSS	Description Sketch for: ETERNITY HOMES LLC
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