

ADMINISTRATIVE REPORT

DATE: December 14, 2023
TOPIC: #7.5 – Approve Bailey Elementary Drainage & Utility Easement
PRESENTER: Dan Pyan, Executive Director of Finance & Operations
REFERENCE TO POLICY/STATUTE: 903.3 Relations with Governmental Entities

A. PURPOSE OF REPORT

- a. The City of Woodbury and associated contractors are requesting perpetual access rights for construction of utility infrastructure within the Bailey Elementary School property. The proposed scope is limited to underground electrical and water infrastructure.
- b. This easement agreement shall transfer tree and shrub vegetation maintenance responsibilities to the City of Woodbury on the impacted areas of the easement, which mainly follow the eastern property line of district-owned land.

B. RECOMMENDATION

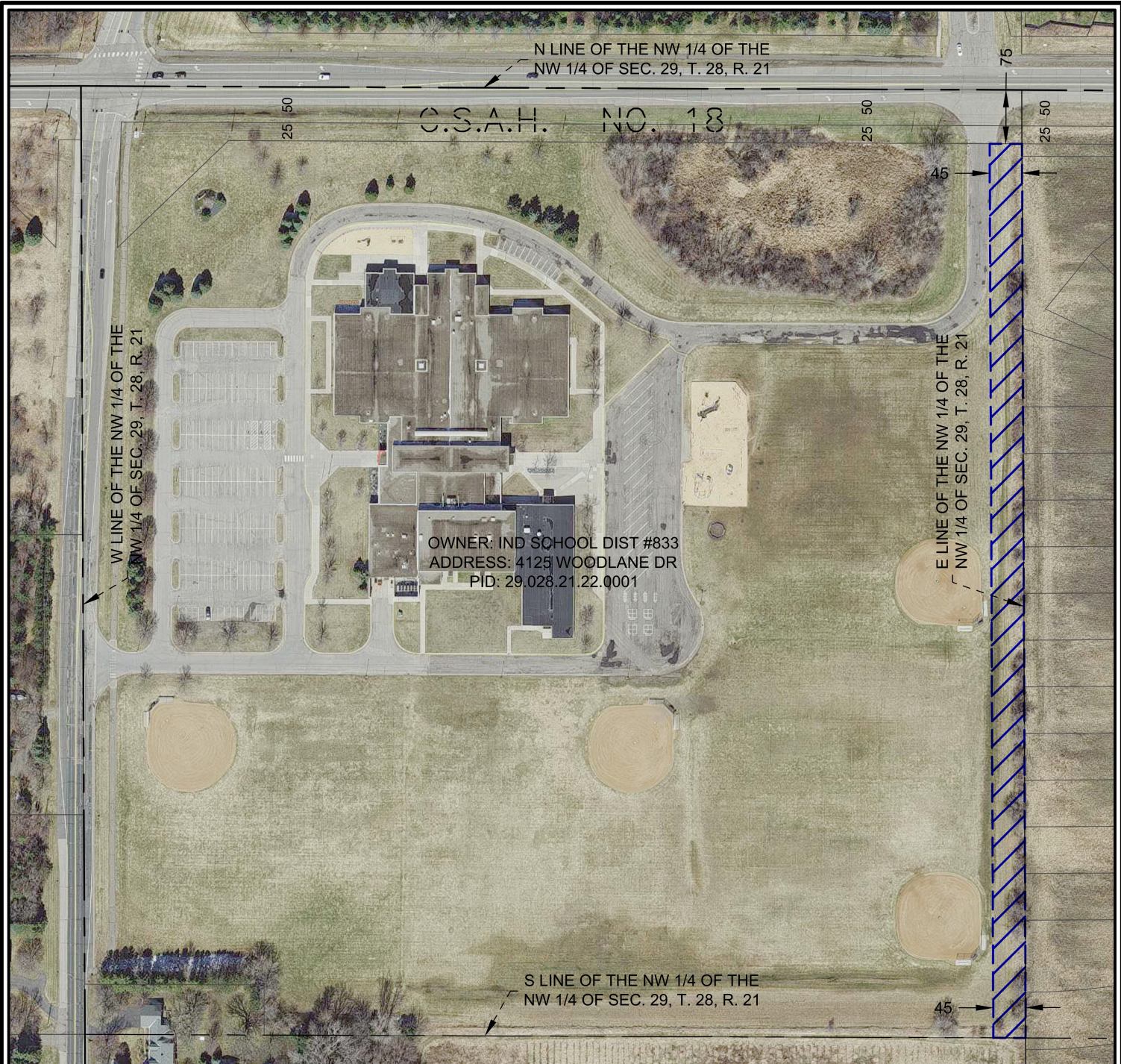
- a. Administration recommends approval of the proposed easement between South Washington County Schools and the City of Woodbury.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Operations, Staffing, and Finance
- c. Engagement and Partnerships



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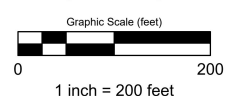
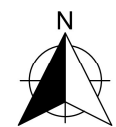


OWNER: IND SCHOOL DIST #833
ADDRESS: 4125 WOODLANE DR
PID: 29.028.21.22.0001



PERMANENT DRAINAGE & UTILITY EASEMENT AREA = 56,038 SQ. FT.

PARCEL LINE



Prepared by:



Drainage & Utility Easement Exhibit

PID: 29.028.21.22.0001
Address: 4125 Woodlane Dr
City of Woodbury, Minnesota

WSB Project No. 021777-000

Date: 11/7/2023



DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made by Independent School District 833 the “Grantor”, in favor of the City of Woodbury, a Minnesota municipal corporation, Grantee (the “City”).

Recitals

- A. Grantor is the fee owner of the Property (the “Property”) located in Washington County Minnesota and legally described as follows:

The Northwest 1/4 of the Northwest 1/4, of Section 29, Township 28, Range 21, County of Washington, City of Woodbury, except the West 250 feet of the South 70 feet; and except the South Twenty-five (25) feet of the North Seventy-five (75) feet of the Northwest Quarter of the Northwest Quarter (NW 1/4 of the NW 1/4) of Section Twenty-nine (29), Township Twenty-eight North (28N), Range Twenty-one West (21W), excepting present highway right of way, and also a triangular piece of land at the Southeast corner of the intersection of County State Aid Highway Eighteen (18) and Woodlane Drive, One Hundred Fifty (150) feet on a side lying Southerly of and adjacent to the above described strip, and One Hundred Fifty (150) feet on a side lying Easterly of and adjacent to the present right of way of Woodlane Drive.

Parcel ID No.: 29.028.21.22.0001

- B. Grantor desires to grant to the City an easement according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a perpetual, non-exclusive drainage and utility easement (the “Easement”), as follows:

A permanent easement for drainage and utility purposes over, under, and across the east 45 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 28, Range 21, Washington County, Minnesota, except the north 75 feet of said Section 29, Township 28, Range 21.

Described and depicted in Exhibit A (the “Easement Area”) attached hereto.

2. Scope of Easement. The perpetual, non-exclusive Easement granted herein includes the right of the City, utility providers, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering, and repairing the utilities, drainage ways, and stormwater facilities in the described Easement Area.

The Easement granted herein also includes the access rights and maintenance responsibilities by the Grantee to maintain, cut, trim, and/or remove from the Easement Area trees or shrubs.

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the City the Easement herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this instrument.

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

Dated this ____ day of December, 2023.

INDEPENDENT SCHOOL DISTRICT 833

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of December, 2023, by _____, the _____ of the Independent School District 833, on behalf of the Grantor.

NOTARY STAMP OR SEAL

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A TO
DRAINAGE AND UTILITY EASEMENT
Legal Description and Drawing of the Easement Area

