

ADMINISTRATIVE REPORT

DATE: July 8, 2024
TOPIC: 7.3 – City of Woodbury offer to purchase property
PRESENTER: Dan Pyan, Executive Director of Finance and Operations
REFERENCE TO POLICY/STATUTE: Policy 701, 702

A. PURPOSE OF REPORT

- a. To meet current and pending drinking water regulations, the City of Woodbury will be constructing a new water treatment plant south of Hargis Parkway and east of Radio Drive.
- b. In handful of areas, the City needs to request easements from properties for the installation of the watermain pipelines.
- c. The City of Woodbury is requesting permanent easements and temporary easements near the exiting right of way at the Bailey Elementary property and the East Ridge High School property.
- d. The City of Woodbury is offering the following for the three parcels:
 - i. Tax PID 29-028-21-22-0001 (4125 Woodlane Drive) – \$125,700
 - ii. Tax PID 29-028-21-22-0001 (4125 Woodlane Drive) – \$ 48,800
 - iii. Tax PID 28-028-21-13-0002 (4200 Pioneer Drive) – \$114,400
- e. The attached permanent easement agreements have been reviewed by district counsel.

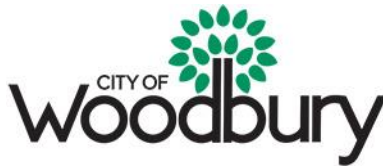
B. RECOMMENDATION

- a. Administration recommends approval of the Permanent and temporary easement agreements.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Operations, Staffing, and Finance





8301 Valley Creek Road • Woodbury, MN 55125-3330 • woodburymn.gov
651-714-3500 • TDD 651-714-3568 • FAX 651-714-3501

July 3, 2024

Independent School District #833
Attn: Dan Hines
7362 East Point Douglas Road
Cottage Grove, MN 55016

RE: Woodbury Water Treatment Plant and Pipelines Project
Offer to Purchase Proposed Property Rights

Dear Independent School District #833,

To meet current and pending drinking water regulations, the City of Woodbury will be constructing a new water treatment plant (WTP) south of Hargis Parkway and east of Radio Drive. To treat the water supply, the city will need to connect the existing city wells that are spread across the city to the new WTP. This will require approximately 17 miles of watermain pipe to be installed through existing roadway corridors. Attachment A (Project Map) shows the corridors the watermain pipes will be installed in.

In a handful of areas, the City needs to request easements from properties for the installation of the watermain pipelines. At the Gordon Bailey Elementary property and the East Ridge High School property, we would like to request permanent easements and temporary easements near the existing right of way. The permanent easements would allow for installation, operation and maintenance of the pipeline. The requested temporary easements would allow additional space for the contractor to work. The temporary easements would expire once construction is complete.

This letter constitutes the City's formal Offer to Purchase the property rights that are necessary for the project. The City of Woodbury hereby offers the following to all parties who may have an interest in the real estate rights to be acquired.

- For a permanent easement along the east side of Gordon Bailey Elementary School, PID 29-028-21-22-0001, as shown in the attached Appraisal Report, the City of Woodbury hereby offers the sum of \$125,700. This offer is based on an independent appraisal by Nathan Hansen, Certified General Appraiser.
- For a permanent easement and a temporary easement along the west and south sides of Gordon Bailey Elementary School, PID 29-028-21-22-0001, as shown in the attached Appraisal Report, the City of Woodbury hereby offers to assume maintenance responsibilities to maintain, cut, trim, and/or remove from the easement area trees or shrubs located across the east 45 feet of the

- For a permanent easement along the south side of East Ridge High School property, PID 28-028-21-13-0002, as shown in the attached Appraisal Report, the City of Woodbury hereby offers the sum of \$114,400. This offer is based on an independent appraisal by Nathan Hansen, Certified General Appraiser.

Attachments: Acquisition and Appraisal Summary (3)
Parcel sketch (3)
Appraisals (3)
“Acquisition Information for Property Owners” Brochure
Copy of this letter for your records

ACQUISITION AND APPRAISAL SUMMARY
City of Woodbury – Hargis Parkway and Woodlane Drive Pipelines Project

Parcel No.: 1

Tax PID: 29-028-21-22-0001

Property Address: 4125 Woodlane Drive

Fee Owner: Independent School District #833

Description of the property rights area(s) to be acquired: See enclosed parcel sketch

OFFER SUMMARY		
Permanent Drainage & Utility Easement: 56,038 sf	=	\$ 106,200
Other Damages: Lawn	=	\$ 19,500
TOTAL (rounded to):	=	\$ 125,700

ACQUISITION AND APPRAISAL SUMMARY
City of Woodbury – Hargis Parkway and Woodlane Drive Pipelines Project

Parcel No.: 1

Tax PID: 29-028-21-22-0001

Property Address: 4125 Woodlane Drive

Fee Owner: Independent School District #833

Description of the property rights area(s) to be acquired: See enclosed parcel sketch

APPRAISED VALUE		
Permanent Drainage & Utility Easement: 14,263 sf	=	\$ 27,100
Temporary Construction Easement: 29,109 sf	=	\$ 7,400
Other Damages: Lawn	=	\$ 14,300
TOTAL (rounded to):	=	\$ 48,800

OFFER SUMMARY
City of Woodbury hereby offers to assume maintenance responsibilities to maintain, cut, trim, and/or remove from the easement area trees or shrubs located across the east 45 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 28, Range 21, Washington County, MN except the north 75 feet of said Section 29, Township 28, Range 21. Assumption of maintenance responsibilities have been negotiated as compensation in lieu of payment.

ACQUISITION AND APPRAISAL SUMMARY
City of Woodbury – Pioneer Drive and Water Treatment Plant Connection Pipelines
Project

Parcel No.: 2

Tax PID: 28-028-21-13-0002

Property Address: 4200 Pioneer Drive

Fee Owner: Independent School District #833

Description of the property rights area(s) to be acquired: See enclosed parcel sketch

OFFER SUMMARY		
Permanent Drainage & Utility Easement: 45,667 sf	=	\$ 83,400
Other Damages: Lawn	=	\$ 31,000
TOTAL (rounded to):	=	\$ 114,400

DRAINAGE AND UTILITY EASEMENT

Independent School District No. 833, South Washington County, a Minnesota public school corporation (“**Grantor**” or “**School District**”), hereby grants and conveys unto the City of Woodbury, a Minnesota municipal corporation (“**Grantee**” or “**City**”), a permanent drainage and utility easement under the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the following conditions, the School District agrees as follows:

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

The Northwest Quarter of the Northwest Quarter of Section 29, Township 28, Range 21, Washington County, Minnesota, except the West 250 feet of the South 70 feet thereof.

Parcel ID No.: 29.028.21.22.0001

2. Easement Area/Grant of Easement. Grantor grants and conveys to the City a perpetual, non-exclusive, permanent easement for drainage and utility purposes (the “**Easement**”) over, under and across that part of the following described in Exhibit A (the “**Easement Area**”) and depicted in Exhibit B (“**Drainage and Utility Easement Exhibit**”).
3. Scope of Easement. The perpetual, non-exclusive Easement granted herein includes the right of the City and utility providers and their respective 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.
4. 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.

5. 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.
6. Indemnification. Grantee shall restore the Permanent Easement Area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Permanent Easement Area that are not proximately caused by the negligence of Grantor.
7. Binding Effect. The terms and conditions of this instrument shall run with the land and be effective immediately upon execution and binding on the Grantor, its successors and assigns.

Dated this ____ day of _____, 2024.

INDEPENDENT SCHOOL DISTRICT 833

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of the Independent School District 833, on behalf of the Grantor.

NOTARY STAMP OR SEAL

Notary Public

This instrument drafted by:

Eric Larson
Eckberg Lammers, P.C.

1809 Northwestern Avenue
Stillwater, MN 55082

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

A permanent easement for drainage and utility purposes over, under and across that part of the following described parcel:

The Northwest Quarter of the Northwest Quarter of Section 29, Township 28, Range 21, Washington County, Minnesota, except the West 250 feet of the South 70 feet thereof.

Said permanent easement lies northerly of the Roadway, Drainage and Utility Easement per Document No. 4434073, southerly of Line A, and easterly of Line B, said Lines A and B described as follows:

Line A: Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter of Section 29; thence North 00 degrees 14 minutes 14 seconds West, assumed bearing along the east line of said Northwest Quarter of the Northwest Quarter of Section 29, a distance of 73.00 feet to the point of beginning of said Line A; thence North 89 degrees 57 minutes 22 seconds West, a distance of 735.99 feet; thence North 67 degrees 08 minutes 04 seconds West, a distance of 310.89 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 218.34 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 30.19 feet to the hereinafter described Line B, and said Line A there terminating.

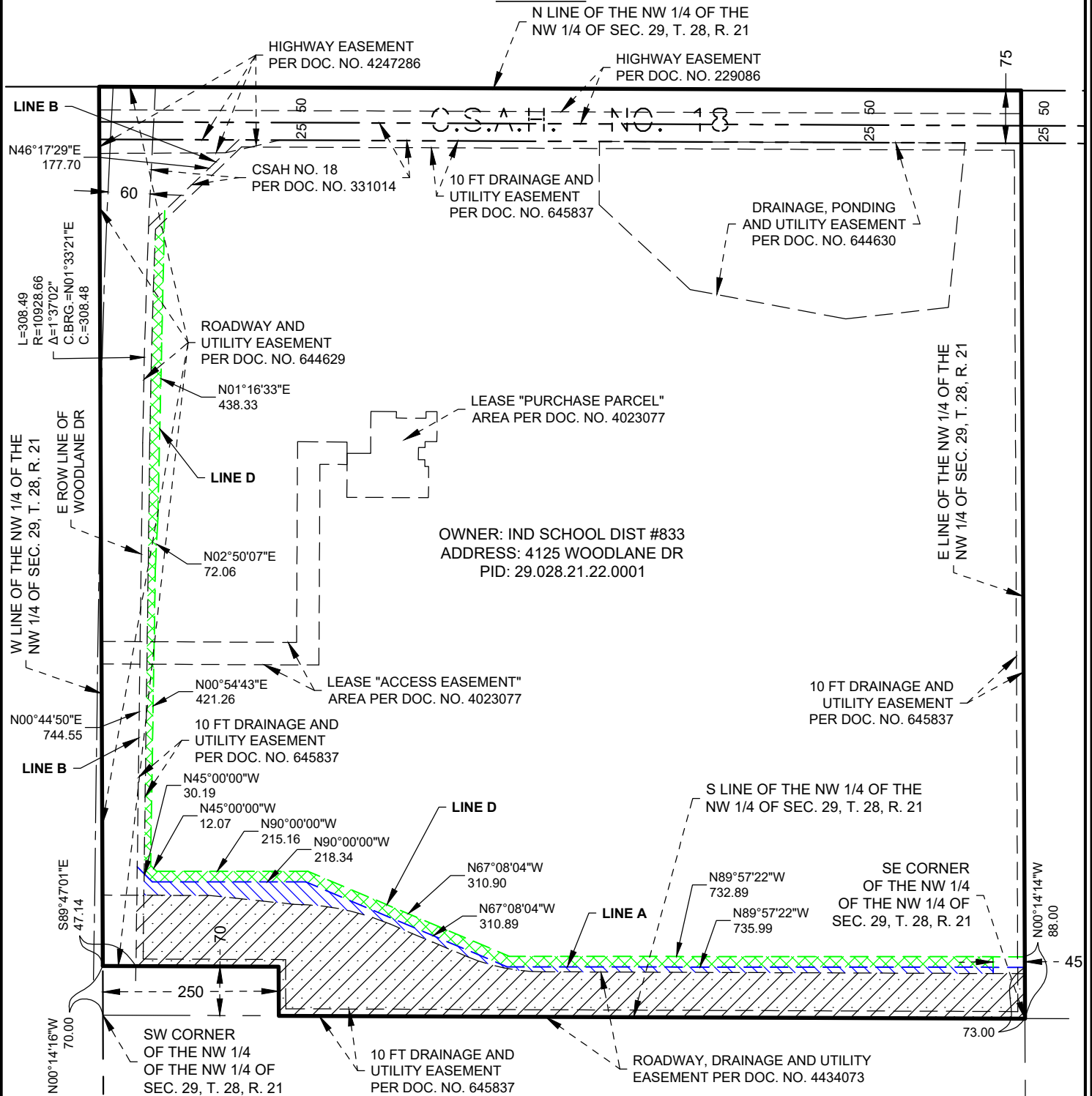
Line B: Commencing at the southwest corner of said Northwest Quarter of the Northwest Quarter of Section 29; thence North 00 degrees 14 minutes 16 seconds West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter of Section 29, a distance of 70.00 feet to the intersection with the north line of the South 70 feet of said Northwest Quarter of the Northwest Quarter of Section 29; thence South 89 degrees 47 minutes 01 seconds East, along said north line of the South 70 feet, a distance of 47.14 feet to the east right of way line of Woodlane Drive and the point of beginning of said Line B; thence North 00 degrees 44 minutes 50 seconds East, along said east right of way line, a distance of 744.55 feet; thence northerly, along said east right of way line, a distance of 308.49 feet along a tangential curve concave to the east having a radius of 10928.66 feet and a central angle of 01 degrees 37 minutes 02 seconds to the southeasterly right of way line of C.S.A.H. No. 18; thence North 46 degrees 17 minutes 29 seconds East, along said southeasterly right of way line, not tangent to the last described curve, a distance of 177.70 feet to the south right of way line of said C.S.A.H. No. 18, and said Line B there terminating.

EXCEPT the east 45 feet of said Northwest Quarter of the Northwest Quarter of Section 29.

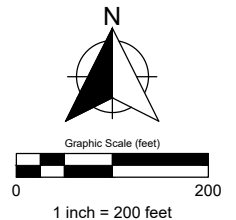
AND

EXCEPT that part which lies within the 10 foot Drainage and Utility Easement per Document No. 645837.

Exhibit B



-  ROADWAY, DRAINAGE AND UTILITY EASEMENT PER DOC. NO. 4434073
-  PERMANENT DRAINAGE & UTILITY EASEMENT AREA = 14,263 SQ. FT.
-  TEMPORARY CONSTRUCTION EASEMENT AREA = 29,109 SQ. FT.
-  PARCEL LINE



Ref WSB Project No. 021777-000

Prepared by:

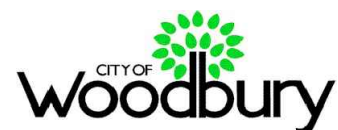


Drainage & Utility Easement Exhibit

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

WSB Project No. 024269-000

Date: 5/2/2024



DRAINAGE AND UTILITY EASEMENT

Independent School District No. 833, South Washington County, a Minnesota public school corporation (“**Grantor**” or “**School District**”), hereby grants and conveys unto the City of Woodbury, a Minnesota municipal corporation (“**Grantee**” or “**City**”), a permanent drainage and utility easement under the following terms and conditions.

NOW, THEREFORE, due to the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School District agrees as follows:

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

B 1 LOT 2 SUBDIVISIONCD 2640
SUBDIVISION NAME: EAST RIDGE ADDITION

Parcel ID No.: 28.028.21.13.0002

2. Easement Area/Grant of Easement. Grantor grants and conveys to the City a perpetual, non-exclusive, permanent easement for drainage and utility purposes (the “**Easement**”) over, under and across that part of the following described and depicted in Exhibit A (the “**Easement Area**”) attached hereto.
3. Scope of Easement. The perpetual, non-exclusive Easement granted herein includes the right of the City and utility providers and their respective 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.
4. Trees and Landscaping. Within the Easement Area, there are approximately 24 trees that are planned on being removed by the City soon after the effective date of the Easement. The City will replace the trees in locations that are not over the pipeline or unreasonably interfering with the operation, maintenance, repair, and use of the Easement by the City

and in locations reasonably agreed upon by the School District. The City will work on a landscaping plan that is reasonably acceptable to the School District.

5. 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.
6. 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.
7. Indemnification. Grantee shall restore the Permanent Easement Area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Permanent Easement Area that are not proximately caused by the negligence of Grantor.
8. Binding Effect. The terms and conditions of this instrument shall run with the land and be effective immediately upon execution by the City and School District and binding on the Grantor and the Grantee and their successors and assigns.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK –
SIGNATURE PAGES TO FOLLOW]

Dated: _____, 2024.

INDEPENDENT SCHOOL DISTRICT 833

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, the _____ of the
Independent School District 833, on behalf of the Grantor.

NOTARY STAMP OR SEAL

Notary Public

Dated: _____, 2024.

CITY OF WOODBURY

By: _____
Its: Mayor, Anne Burt

By: _____
Its: City Administrator, Clint Gridley

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

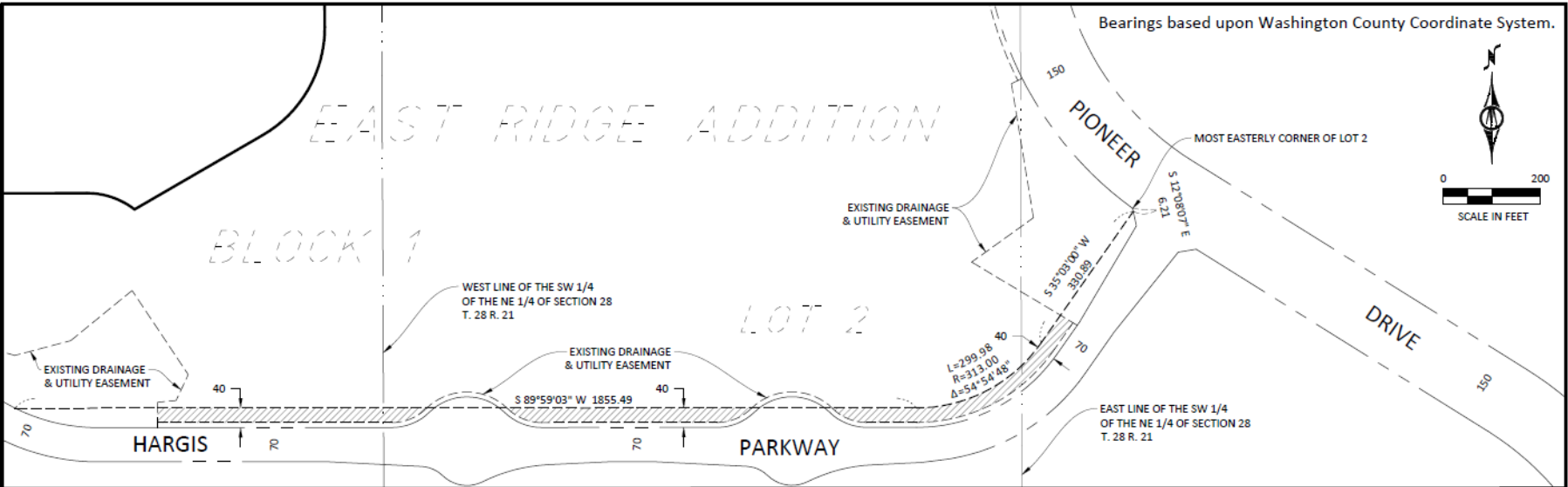
The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the Mayor of the City of Woodbury and by _____, the City Administrator of the City of Woodbury, on behalf of the Grantee.

NOTARY STAMP OR SEAL

Notary Public

This instrument drafted by:
Eric Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

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



PERMANENT DRAINAGE & UTILITY EASEMENT

A permanent public Drainage and Utility Easement over, under and across that part of Lot 2, Block 1, EAST RIDGE ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota which lies southeasterly and southerly of and contiguous with the following described line; commencing at the most easterly corner of said Lot 2, which point is the northerly point of the intersection of Pioneer Drive and Hargis Parkway as dedicated in said plat; thence South 12 degrees 08 minutes 07 seconds East, on an assumed bearing, along the easterly line of said Lot 2, 6.21 feet to the point of beginning of the line to be described; thence South 35 degrees 03 minutes 00 seconds West, 330.89 feet; thence southwesterly 299.98 feet along a tangential curve, concave to the northwest having a radius of 313.00 feet and a central angle of 54 degrees 54 minutes 48 seconds; thence South 89 degrees 59 minutes 03 seconds West, tangent to the last described curve, 1855.49 feet to the southwesterly lot line of said Lot 2 and said line there terminating. Except Hargis Parkway and the drainage and utility easements as dedicated in said plat.

SURVEYOR'S CERTIFICATION

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

Ron P. Alwin

Ron P. Alwin
License Number 17765

05/09/2024
Date



PERMANENT DRAINAGE & UTILITY EASEMENT
AREA = 45,810 Sq Ft or 1.05 Ac.

EASEMENT EXHIBIT
4200 PIONEER DRIVE, WOODBURY, MN



3507 HIGH POINT DRIVE NORTH
BUILDING 1 - SUITE E130
OAKDALE, MN 55128
(651) 704-9970

PART OF:
LOT 2, BLOCK 1
EAST RIDGE ADDITION
WASHINGTON COUNTY
FOR: CITY OF WOODBURY