SOUTH WASHINGTON COUNTY SCHOOLS
SCHOOL BOARD
7362 East Point Douglas Rd S.
Cottage Grove, MN 55016

ADMINISTRATIVE REPORT

DATE: September 26, 2024
TOPIC: 7.7 - Easements with City of Cottage Grove
PRESENTER: Kris Blackburn, Director Business Services
REFERENCE TO POLICY/STATUTE: Policy 701

A. PURPOSE OF REPORT

a. The City of Cottage Grove is seeking a permanent access easement for Lot 1, Block 1, New Oltman Middle School for the purpose of providing access to the hydrants which are installed upon the Property.

b. Additionally, the City of Cottage Grove is seeking to amend two existing permanent easements for storm sewer for Lot 2, Block 1, New Oltman Middle School recorded as Document Nos. 4103337 and 4103339 on February 21, 2017. The purpose of the amended permanent easement agreements is to adjust existing easements to accommodate the construction of the new additions(s) at Oltman Middle School.

B. RECOMMENDATION

a. Administration recommends approval of the permanent easement (hydrants access) and the two amended permanent easement agreements (storm sewer) between South Washington County Schools and the City of Cottage Grove.

C. CONNECTION TO STRATEGIC PRIORITY

a. Operations, Staffing, and Finance

b. Engagement and Partnerships

PERMANENT ACCESS EASEMENT
(Access to Hydrants)

THIS PERMANENT ACCESS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2024, by and between Independent School District 833, a Minnesota public corporation ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

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

Lot 1, Block 1, New Oltman Middle School

(the "Landowner's Property").

PERMANENT EASEMENT DESCRIPTION

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 non-exclusive easement for the purpose of providing access to the hydrants which are installed upon the Landowner's Property (the "Hydrants"), and all such purposes ancillary, incident or related thereto ("Permanent Easement"), under, over, across, through and upon those portions of the Landowner's Property used from time to time by Landowner as common areas ("Permanent Easement Area") as necessary to allow the City to access the Hydrants.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for Hydrant flushing and Hydrant valve operating, as necessary, and to

remove obstructions interfering with the location use and maintenance of the Permanent Easement. Landowner has the right to use the Permanent Easement Area for other purposes, subject to the terms and conditions contained herein. The use of the Permanent Easement Area by the City and its agents shall not unreasonably interfere with the use of the Permanent Easement Area as a common area, and the City and its agent shall access the Hydrants in a manner that does not unreasonably interfere with the use of the Landowner's Property by the Landowner.

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, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, 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 described above and the Permanent Easement Area described above and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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 the page was intentionally left blank.]

IN TESTIMONY WHEREOF, the parties 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:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson 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: _____
Printed Name: Pat Driscoll
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this 26 day of September, 2024, by Pat Driscoll, the Clerk of Independent School District No. 833, a Minnesota public corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

FIRST AMENDMENT TO PERMANENT EASEMENT
FOR STORM SEWER
FOR LOT 2, BLOCK 1, NEW OLTMAN MIDDLE SCHOOL
DOCUMENT NO. 4103337

This FIRST AMENDMENT TO PERMANENT EASEMENT (this "First Amendment") is made, granted and conveyed this _____ day of _____, 2024, between Independent School District 833, a Minnesota public corporation, ("Landowner") and the City of Cottage Grove, a municipal corporation organized under the laws of the State of Minnesota ("City").

WHEREAS, Landowner and City entered into a Permanent Easement for Storm Sewer for Lot 2, Block 1, New Oltman Middle School recorded as Document No. 4103337 on February 21, 2017 ("Easement") on that certain real property legally described as:

Lot 2, Block 1, New Oltman Middle School; and

WHEREAS, the Parties desire and have agreed to amend Exhibit B to the Easement.

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Exhibit B of Easement shall be removed and replaced in its entirety with the attached Exhibit B.

2. Except as provided for above, the terms and provisions of the Easement shall remain in full force and effect.

3. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.

4. 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, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

5. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

6. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

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

CITY:
CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Its Mayor

By:_____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833

By: _____
Printed Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this ____ day of _____, 2024, by _____, the _____ of Independent School District No. 833, a Minnesota public corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY
AFTER RECORDING, PLEASE RETURN TO:
Korine L. Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

FIRST AMENDMENT TO PERMANENT EASEMENT
FOR STORM SEWER
FOR LOT 2, BLOCK 1, NEW OLTMAN MIDDLE SCHOOL
DOCUMENT NO. 4103339

This FIRST AMENDMENT TO PERMANENT EASEMENT (this "First Amendment") is made, granted and conveyed this _____ day of _____, 2024, between Independent School District 833, a Minnesota public corporation, ("Landowner") and the City of Cottage Grove, a municipal corporation organized under the laws of the State of Minnesota ("City").

WHEREAS, Landowner and City entered into a Permanent Easement for Storm Sewer for Lot 2, Block 1, New Oltman Middle School recorded as Document No. 4103339 on February 21, 2017 ("Easement") on that certain real property legally described as:

Lot 2, Block 1, New Oltman Middle School; and

WHEREAS, the Parties desire and have agreed to amend Exhibit B to the Easement.

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Exhibit B of Easement shall be removed and replaced in its entirety with the attached Exhibit B.

2. Except as provided for above, the terms and provisions of the Easement shall remain in full force and effect.

3. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.

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6. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

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

CITY:
CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Its Mayor

By:_____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833

By: _____
Printed Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this ____ day of _____, 2024, by _____, the _____ of Independent School District No. 833, a Minnesota public corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY
AFTER RECORDING, PLEASE RETURN TO:
Korine L. Land, #262432
LeVander, Gillen, & Miller, P.A.
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LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA