

ADMINISTRATIVE REPORT

DATE: October 24, 2024
TOPIC: 7.5 – Easement with City of Cottage Grove
PRESENTER: Kris Blackburn, Director Business Services
REFERENCE TO POLICY/STATUTE: Policy 701

A. PURPOSE OF REPORT

- a. On September 26, 2024, the board approved amendments to two existing permanent easement agreements between South Washington County Schools and the City of Cottage Grove to accommodate the construction of the new addition at Oltman Middle School. The existing permanent easements were originally recorded as Document Nos. 4103337 and 4103339 on February 21, 2017.
- b. Subsequently, the City of Cottage Grove requested the two separate easements be combined into one permanent easement agreement for Lot 2, Block 1, New Oltman Middle School instead.
- c. As a result, we are requesting approval of the singular permanent easement.
- d. The permanent easement agreement is attached.

B. RECOMMENDATION

- a. Administration recommends approval of the permanent easement agreement (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 EASEMENT
FOR STORM SEWER
FOR LOT 2, BLOCK 1, NEW OLTMAN MIDDLE SCHOOL

This PERMANENT EASEMENT (“Easement”) 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”).

The Landowner owns the real property situated within Washington County, Minnesota as described on the attached Exhibit A (“Landowner’s Property”).

A. EASEMENT

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it 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:

1. A permanent nonexclusive easement for storm sewer purposes and all such purposes ancillary, incident or related thereto (hereinafter “Permanent Easement”) under, over, across, through and upon Landowner’s Property, which is legally described on Exhibit B and depicted on Exhibit C (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference. The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm sewer and any underground storm sewer pipes 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 storm sewer and any underground storm sewer pipes and all facilities and improvements ancillary, incident or related thereto under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

B. GENERAL PROVISIONS

1. The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's negligent exercise of its rights under this Easement, or arising from any violation of this Easement by the City. The City, after any work contemplated hereunder, shall restore the Permanent Easement Area substantially to the grade that existed prior to the work.
2. 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.
3. 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, itself or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
4. The Landowner, for itself and its successors and assigns, do 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 on Exhibit A and the Permanent Easement Area described on Exhibit B and depicted on Exhibit C that it has good right to grant and convey the Permanent Easement herein to the City.

[the remainder of this page has been intentionally left blank]

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
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 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 A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

Lot 2, Block 1, New Oltman Middle School

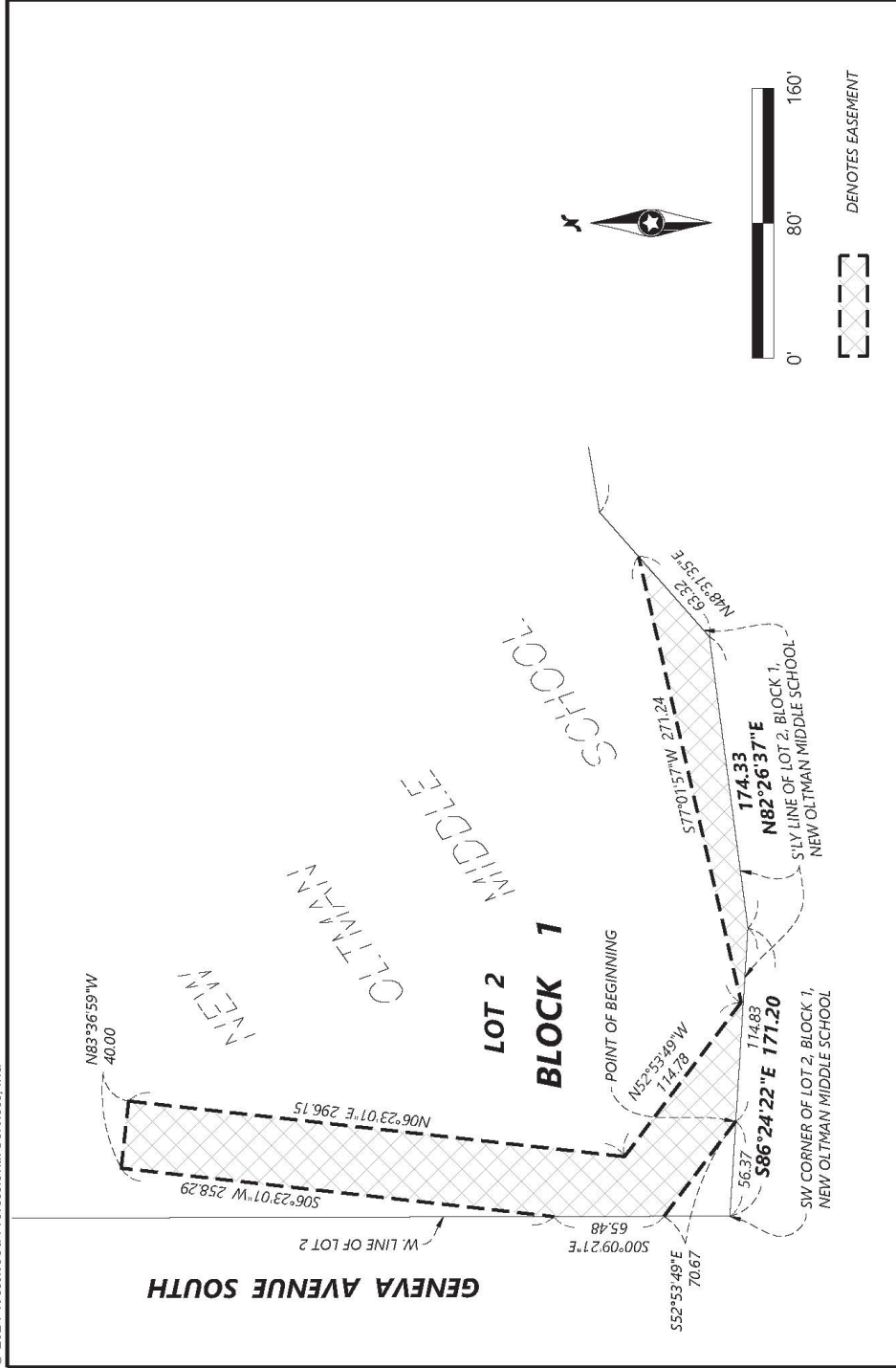
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

That part of Lot 2, Block 1, NEW OLTMAN MIDDLE SCHOOL, according to the recorded plat thereof, Washington County, Minnesota described as follows:

Commencing at the southwest corner of said Lot 2; thence South 86 degrees 24 minutes 22 seconds East, along the southerly line of said Lot 2, a distance of 56.37 feet to the point of beginning; thence continuing South 86 degrees 24 minutes 22 seconds East, along said southerly line, a distance of 114.83 feet; thence North 82 degrees 26 minutes 37 seconds East, continuing along said southerly line, a distance of 174.33 feet; thence North 48 degrees 31 minutes 35 seconds East, continuing along said southerly line, a distance of 63.32 feet; thence South 77 degrees 01 minute 57 seconds West, a distance of 271.24 feet; thence North 52 degrees 53 minutes 49 seconds West, a distance of 114.78 feet; thence North 06 degrees 23 minutes 01 second East, a distance of 296.15 feet; thence North 83 degrees 36 minutes 59 seconds West, a distance of 40.00 feet; thence South 06 degrees 23 minutes 01 seconds West, a distance of 258.29 feet to the west line of said Lot 2; thence South 00 degrees 09 minutes 21 seconds West along said west line a distance of 65.48 feet; thence South 52 degrees 53 minutes 49 seconds East, a distance of 70.67 feet to the point of beginning.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA



DESIGNED: _____	CHECKED: _____	DATE: 09/19/24
DRAWN: _____	BY: _____	
FIELD CREW: _____		
FIELD WORK DATE: _____		

Westwood	PROJECT NUMBER: 0051262.00
Phone (952) 937-5150 Fax (952) 937-5822 Toll Free (888) 937-5150 westwoodpc.com	SHEET NUMBER: 1 OF 1
Westwood Professional Services, Inc. 12701 Whitewater Drive, Suite #300 Minnetonka, MN 55343	EASEMENT EXHIBIT
THIS SURVEY WAS PROFESSIONALLY REVIEWED BY THE STATE OF MINNESOTA	DATE: 09/19/24

Westwood	OLTMAN MIDDLE SCHOOL
Phone (952) 937-5150 Fax (952) 937-5822 Toll Free (888) 937-5150 westwoodpc.com	COTTAGE GROVE, MN