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

ADMINISTRATIVE REPORT

DATE:	November 21, 2024
TOPIC:	5.18 – Amended easement with City of Cottage Grove (PHS)
PRESENTER:	Kris Blackburn, Director Business Services
REFERENCE TO POLICY/STATUTE:	Policy 701

A. **PURPOSE OF REPORT**
   a. The City of Cottage Grove is seeking is seeking to amend an existing perpetual easement for storm and sanitary sewer on the Park High School property (PID 09.027.21.33.0003) recorded as Document No. 307111 on January 16, 1973. The purpose of the amended permanent easement agreement is to allow the stadium light pole to be within the easement.
   b. The amended permanent easement agreement is attached.

B. **RECOMMENDATION**
   a. Administration recommends approval of the amended permanent easement agreement (storm and sanitary 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

FIRST AMENDMENT TO
CERTIFICATE RECORDED AS DOCUMENT NUMBER 307111

THIS FIRST AMENDMENT TO CERTIFICATE (this "First Amendment") is entered into as of _____, 2024 (the "Effective Date"), by and Independent School District No. 833, a Minnesota public corporation ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

Recital No. 1. City was issued a Certificate dated January 5, 1973, and recorded in the Washington County Recorders Office on January 16, 1973 as Document No. 307111.

Recital No. 2. The Certificate was recorded against that certain real property legally described on Exhibit A, and was part of a condemnation action related to Court File No. 41589 that awarded the City a perpetual easement over a portion of real property identified in the Certificate as Tract I for storm and sanitary sewer purposes ("Easement").

Recital No. 3. City has requested the Easement be amended to expand the perpetual easement defined as Tract I the Easement.

Recital No. 4. Landowner does not object to the expansion, subject to the terms and conditions herein.

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. Tract I of the Easement shall be removed and replaced in its entirety with the following:

2. The City acknowledges that the Landowner has a light pole ("Light Pole") located in Tract I that will remain in its location. If the City damages the Light Pole during of the exercise of its easement rights granted in the Easement, the City shall repair or replace the Light Pole to the satisfaction of the Landowner, or reimburse the Landowner for the costs, based on written documentation of such costs.

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

4. 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.

5. 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.

6. 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.

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

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this First Amendment 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 on 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 was drafted by
and 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 PROPERTY

Real property in Washington County, Minnesota, described as follows:

Southwest Quarter of Southwest Quarter of Section 9, Township 27, Range 21 except south 60 feet thereof subject to utility easement.

Abstract Property
PID: 08.027.21.44.0004