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

ADMINISTRATIVE REPORT

DATE:	November 21, 2024
TOPIC:	5.16 – Easement with City of Cottage Grove (80th St ROW)
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 a permanent easement for public right-of-way (ROW), including roadway, trail, lights, street lights, signal lights, utility boxes, signs, drainage and utility purposes, on the Park High School (PID 09.027.21.33.0003) and Crestview Elementary School (PID 08.027.21.44.0004) properties. This easement acknowledges the existing Park High School monument sign is within the easement.
   b. The permanent easement agreement is attached.

B. **RECOMMENDATION**
   a. Administration recommends approval of the amended permanent easement agreement (public right-of-way) 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 RIGHT-OF-WAY EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2024, by and between Independent School District No. 833 ("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:

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

Abstract Property
PID: 09.027.21.33.0003

AND

Southeast Quarter of Southeast Quarter of Section 8, Township 27, Section 21, Washington County, Minnesota, except therefrom that part lying west of line drawn 40 feet East of and parallel with following described line: Beginning at the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 8; thence Northerly 2641.75 feet to a point on the north line of said Northeast Quarter of Southeast Quarter, distant 10.45 feet east from the northwest corner of said Northeast Quarter of Southeast Quarter and there terminating; also except that part of the West 60 feet of the North 20 feet of the South 318 feet of said Southeast Quarter of Southeast Quarter; also except South 60 feet of said Southeast Quarter of Southeast Quarter lying east of line parallel with and 40 feet East from following described line: Beginning at southwest corner of said Southeast Quarter of Southeast Quarter thence northerly distant 2641.75 feet to point on north line of said Northeast Quarter of Southeast Quarter said

section distant 10.45 feet from Northeast Quarter of Southeast Quarter and said line there terminating. Subject to easements.

Abstract Property
PID: 08.027.21.44.0004

("Property")

EXEMPT FROM STATE DEED TAX

PERMANENT EASEMENT DESCRIPTION

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 to the City, its successors and assigns, forever the following:

> A permanent easement for public right-of-way, including roadway, trail, lights, street lights, signal lights, utility boxes, signs, drainage and utility purposes, and all such purposes ancillary, incident or related thereto ("Permanent Easement"), under, over, across, through and upon the Property. The Permanent Easement Area is legally described and depicted on Exhibit A, 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 public right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, telecommunication facilities, underground pipes, conduits, culverts, signals, lights, signs, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area ("Easement Rights").

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 performing the Easement Rights.

The access and Easement Rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and

(b) To maintain the Permanent Easement Area, any City improvements and any public right-of-way, underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

(c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth

and other obstructions interfering with the location, construction and maintenance of the public right-of-way, utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property, prior to the date hereof.

The City acknowledges that the Landowner has a monument sign ("the Sign") located in the Permanent Easement Area that will remain in its location. If the City damages the Sign during of the exercise of its Easement Rights, the City shall repair or replace the Sign to the satisfaction of the Landowner, or reimburse the Landowner for the costs, based on written documentation of such costs.

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 and the Permanent Easement Area described on Exhibit A and has good right to grant and convey the Permanent Easement herein to the City.

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

City agrees to defend, indemnify, and hold Landowner and its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way resulting from the City's activities under the easement granted herein.

This agreement 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.

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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 written.

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

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

This instrument drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA