

ADMINISTRATIVE REPORT

DATE: October 23, 2025
TOPIC: 5.14 – Encroachment Agreement
with City of Cottage Grove (PHES)
PRESENTER: Kris Blackburn, Director of Business Services
REFERENCE TO POLICY/STATUTE: Policy 701

A. PURPOSE OF REPORT

- a. The Pine Hill Elementary School construction project includes private manhole, sanitary sewer service line, and related improvements which will be located on the Hadley Avenue right of way.
- b. As the right of way is City of Cottage Grove property, an encroachment agreement is needed for these improvements.
- c. The encroachment agreement is attached.

B. RECOMMENDATION

- a. Administration recommends approval of the Agreement Relating to Developer Improvements on a Portion of Hadley Avenue Right of Way (the Encroachment Agreement) 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 DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2025, 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 on Exhibit A (“Landowner’s Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “Permanent Easement”) under, over, across, through and upon that real property legally described and depicted on Exhibit B, (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 sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, 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 sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The 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 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 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 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 their 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.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area described and depicted on Exhibit B 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.

[Remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tammy Anderson
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tammy 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 833

By: _____
Kathleen Schwartz
Its School Board Chair

By: _____
Melinda Dols
Its School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was executed this ____ day of _____, 2025, by Kathleen Schwartz as School Board Chair and by Melinda Dols as School Board Clerk of Independent School District 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

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:

The East Half of the Southwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota; and

The Northeast Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, except the east 467.00 feet of the South 467.00 feet of said Northeast Quarter of the Southeast Quarter of Section 10; and

The Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota; and

That part of the West Half of the Northeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, described as commencing at the northwest corner of said Northeast Quarter of Section 10; thence on an assumed bearing of South 0 degrees 35 minutes 14 seconds East along the west line of said Northeast Quarter of Section 10 a distance of 1912.12 feet to the south line of Indian Boulevard South as dedicated in EAST PARKVIEW FIRST ADDITION, according to the recorded plat thereof, Washington County, Minnesota, being the point of beginning of the land to be described; thence North 89 degrees 17 minutes 02 seconds East along the south line of said Indian Boulevard South a distance of 633.91 feet to its intersection with the southerly extension of the east line of Lot 17, Block 4, said EAST PARKVIEW FIRST ADDITION; thence North 0 degrees 42 minutes 58 seconds West along said southerly extension of Lot 17 a distance of 35.00 feet; thence easterly and southeasterly a distance of 482.57 feet along a nontangential curve concave to the southwest, having a radius of 460.82 feet, a central angle of 60 degrees 00 minutes 00 seconds, and a chord that bears South 60 degrees 42 minutes 58 seconds East; thence South 30 degrees 42 minutes 58 seconds East, tangent to said curve, a distance of 357.98 feet to the point of curve of a curve having a radius of 460.82 feet and which is tangent to the last described line and to the south line of the East Half of said Northeast Quarter of Section 10; thence southeasterly a distance of 153.01 feet along said last described curve concave to the northeast having a radius of 460.82 feet and a central angle of 19 degrees 01 minutes 29 seconds to the east line of said West Half of the Northeast Quarter of Section 10; thence South 0 degrees 42 minutes 58 seconds East along said east line of the West Half of the Northeast Quarter of Section 10 a distance of 110.79 feet to the southeast corner of said West Half of the Northeast Quarter of Section 10; thence South 89 degrees 41 minutes 13 seconds West along the south line of said West Half of the Northeast Quarter of Section 10 a distance of 1310.55 feet to the southwest corner of said West Half of the Northeast Quarter of Section 10; thence North 0 degrees 35 minutes 14 seconds West along said west line of the West Half of the Northeast Quarter of Section 10 a distance of 724.51 feet to the point of beginning.

PID: 10.027.21.42.0057

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

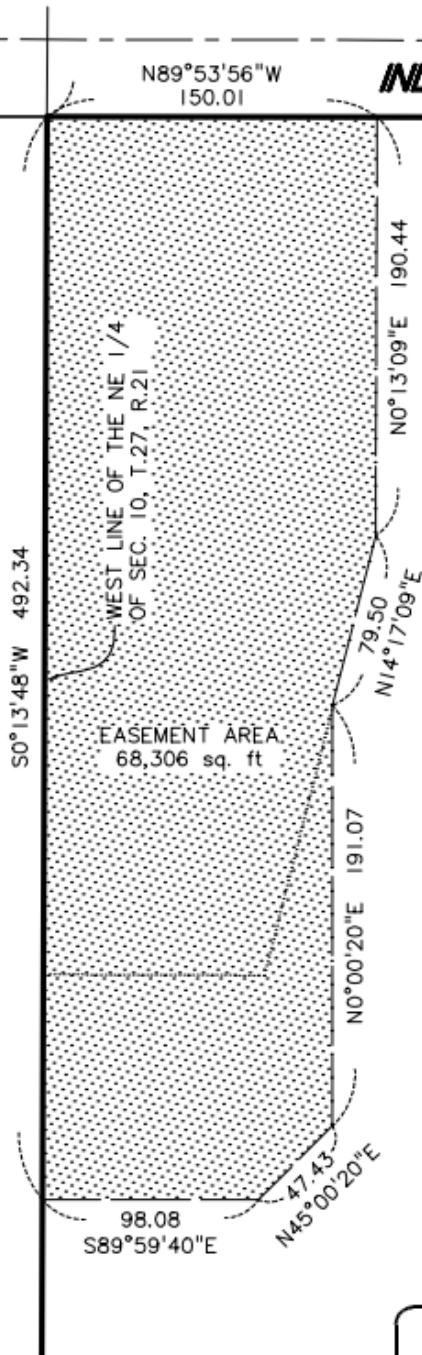
Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

An easement over, under and across that part of the Northeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, described as commencing at the northwest corner of said Northeast Quarter of Section 10; thence South 0 degrees 13 minutes 48 seconds West, along the west line of said Northeast Quarter 1912.12 to the point of beginning of easement to be described; thence continuing South 0 degrees 13 minutes 48 seconds West, along said west line 492.34 feet; thence South 89 degrees 59 minutes 40 seconds East 98.08; thence North 45 degrees 00 minutes 20 seconds East 47.43 feet; thence North 0 degrees 00 minutes 20 seconds East 191.07 feet; thence North 14 degrees 17 minutes 09 seconds East 79.50 feet; thence North 0 degrees 13 minutes 09 seconds East 190.44 feet to the intersection of a line that bears South 89 degrees 53 minutes 56 seconds East from the point of beginning; thence North 89 degrees 53 minutes 56 seconds West 150.01 feet to the point of beginning.

Easement Sketch For: ISD #833 – GREY CLOUD ELEMENTARY

NW CORNER OF NE 1/4
OF SEC. 10, T.27, R.21

1912.12
S0°13'48"W



INDIAN BLVD. SOUTH

DRAINAGE & UTILITY EASEMENT DESCRIPTION

An easement over, under and across that part of the Northeast Quarter of Section 10, Township 27, Range 21, Washington County, Minnesota, described as commencing at the northwest corner of said Northeast Quarter of Section 10; thence South 0 degrees 13 minutes 48 seconds West, along the west line of said Northeast Quarter 1912.12 to the point of beginning of easement to be described; thence continuing South 0 degrees 13 minutes 48 seconds West, along said west line 492.34 feet; thence South 89 degrees 59 minutes 40 seconds East 98.08; thence North 45 degrees 00 minutes 20 seconds East 47.43 feet; thence North 0 degrees 00 minutes 20 seconds East 191.07 feet; thence North 14 degrees 17 minutes 09 seconds East 79.50 feet; thence North 0 degrees 13 minutes 09 seconds East 190.44 feet to the intersection of a line that bears South 89 degrees 53 minutes 56 seconds East from the point of beginning; thence North 89 degrees 53 minutes 56 seconds West 150.01 feet to the point of beginning.



I hereby certify that this sketch, 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.

Dated this 2nd day of October, 2025

SUNDE LAND SURVEYING, LLC

By: *Leonard F. Carlson*
Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

90-043-EI 1118/04 T.27, R.21, S.10
90043EI-easement.dwg MAP

SUNDE
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