

REQUEST FOR COUNCIL ACTION

**Meeting
Date:**

AGENDA SECTION: General Business	ORIGINATING DEPT: Administration
ITEM DESCRIPTION: Land Purchase	PREPARED BY: C. Jefferson

As you aware, the City has been working with Dairyland Power and People's Energy in planning for an additional Electrical Sub-Station which will help improve electrical resource distribution and reliability for Stewartville and the Greater Regional Area.

They have mapped out a proposed portion of the recently acquired NE city property (formerly Beach Farms) consisting of approximately 2 acres. Staff was able to review and discuss at the recent budget work session. Dairyland Power is offering the following "Option To Purchase", which was agreed to be at the work session, a good and fair marketable price.

Since this sub-station will assist in an overall improvement to commercial and residential power utilization, it is being recommended for approval.

COUNCIL ACTION REQUESTED:

To approve or deny the Option to Purchase from Dairyland Power, and authorize the Mayor and City Administrator to execute the document.

CERTIFICATE OF SURVEY

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 105 NORTH,
RANGE 14 WEST, OLMSTED COUNTY, MINNESOTA.

LEGAL DESCRIPTION OF SURVEYED PARCEL:

That part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 105 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 26;
thence South 01°06'26" East (U.S. State Plane Coordinate System, MN South Zone, NAD 83 (2011 Adj.))
along the west line of said Northeast Quarter 1480.00 feet;
thence continuing South 01°06'26" East along said west line 83.00 feet to the point of beginning;
thence continuing South 01°06'26" East along said west line 295.00 feet;
thence North 88°53'34" East 296.00 feet;
thence North 01°06'26" West 296.00 feet;
thence South 88°53'34" West 296.00 feet to the point of beginning.

Subject to the right-of-way of County Road 120 along the westerly side thereof and any other easements and restrictions of record.

LEGAL DESCRIPTION OF PROPOSED INGRESS/EGRESS EASEMENT:

That part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 105 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 26;
thence South 01°06'26" East (U.S. State Plane Coordinate System, MN South Zone, NAD 83 (2011 Adj.))
along the west line of said Northeast Quarter 1480.00 feet to the point of beginning;
thence continuing South 01°06'26" East along said west line 83.00 feet;
thence North 88°53'34" East 296.00 feet;
thence North 01°06'26" West 102.11 feet;
thence South 85°11'54" West 296.62 feet to the point of beginning.

SURVEY NOTES:

1) No right-of-way easement for County Road 120 along the westerly side of the surveyed parcel was found on record at the Olmsted County Recorder's Office. Therefore the right-of-way width is presumed to be 33 feet from the centerline of said road/highway. Olmsted County may have prescriptive easement rights for more than 33 feet.

BASIS OF BEARINGS:

Bearings are based on the U.S. State Plane Coordinate System, Minnesota South Zone (2203), NAD 83 (2011 Adj.), U.S. Survey Ft. All distances are Ground Distances.

I hereby certify that this survey, 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.

Andy M. Luttichens
Andy M. Luttichens License No. 47030

Date: January 28, 2026
Revised: February 17, 2026 (County Road name)

0 60 120
SCALE 1" = 60'

LEGEND:

- Set 3/4" inside diameter X 22" iron pipe with cap No. 47030
- Found 5/8" inside diameter iron pipe with broken plastic cap
- x--- Partly down wire fence line
- oe--- Overhead utility line
- ⊗ Utility pole with guy wire

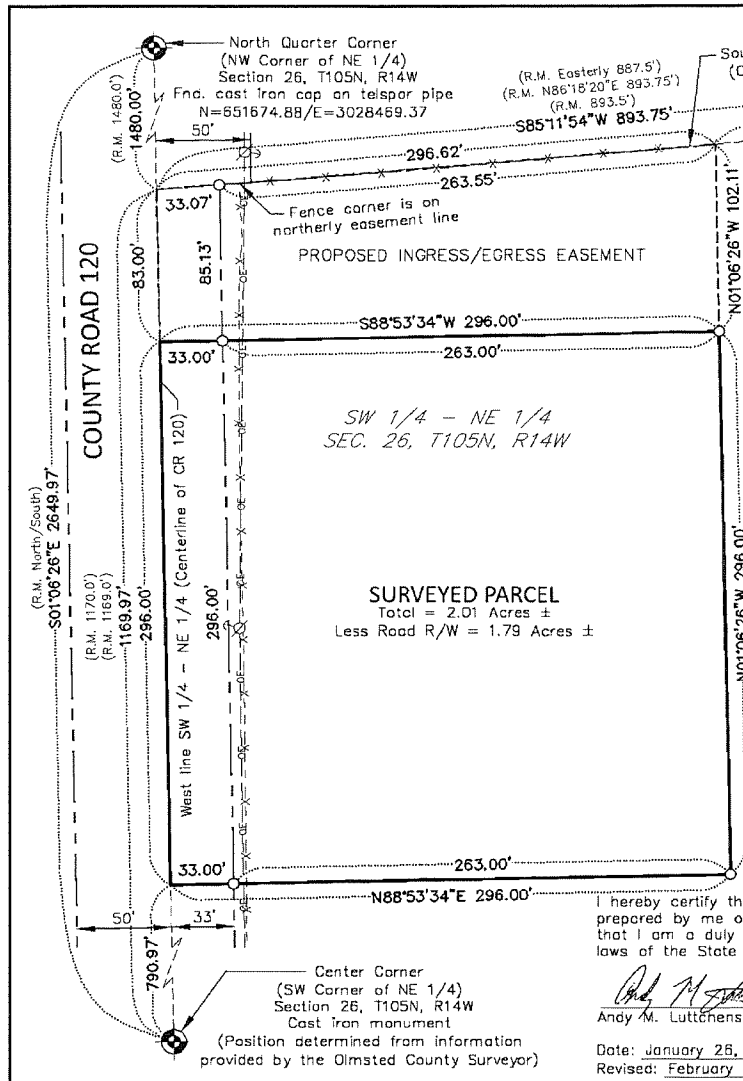


TRI-STATE
SURVEYING, LLC

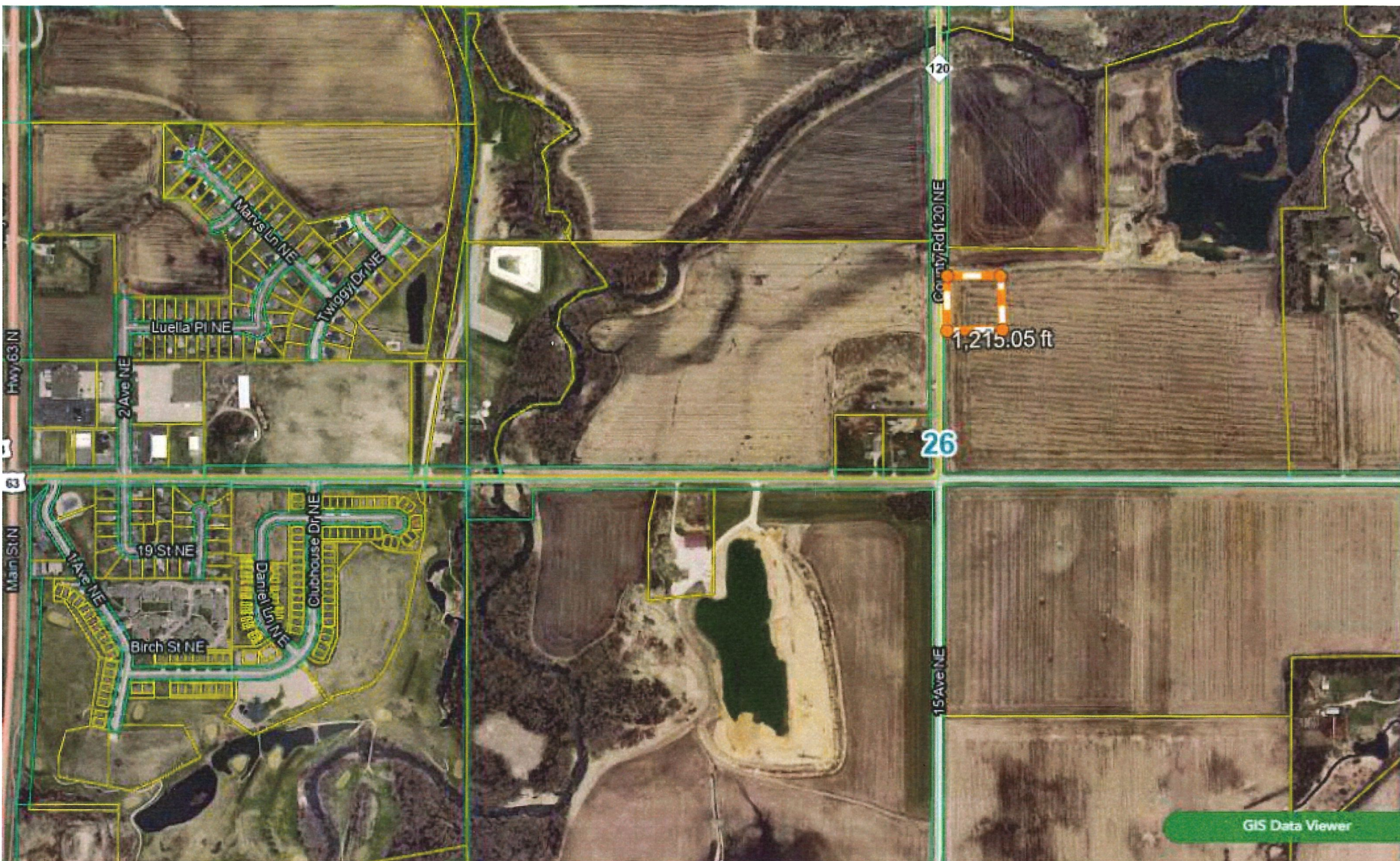
21240 STATE 26
CALEDONIA, MN 55921
(507) 542-4673

SURVEY PREPARED FOR:
DAIRYLAND POWER COOPERATIVE
LA CROSSE, WISCONSIN

DATE: 02/17/2026	FIELD BOOK NO. 32	PROJECT NO. 26001-001.120	SHEET 1 OF 1
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OPTION

THIS OPTION TO PURCHASE granted this ____ day of _____, 2026, City of Stewartville, (Seller), claiming title by unrecorded Warranty Deed on April 29, 2026 from Beach Farms, LLC in Olmsted County, Minnesota to Dairyland Power Cooperative, a Wisconsin non-stock cooperative association, having its principal place of business at La Crosse, Wisconsin, (Purchaser).

WITNESSETH that in consideration of the agreements and conditions herein contained, and the sum of Two Thousand Four Hundred and 00/100 (\$ 2,400.00) paid by the said Purchaser to the said Seller, the receipt whereof is hereby acknowledged, the Seller hereby grants unto the Purchaser the exclusive right, at the option of the Purchaser, for and during the period of 365 days from date hereof, to purchase the following tract or parcel of land, or a portion thereof (hereinafter referred to as "the premises"), situated in the County of Olmsted, State of Minnesota, to-wit:

A parcel 2.01 acres located in that part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 105 North, Range 14 West, more particularly described in the Certificate of Survey dated 2/17/2026 and recorded as Document No. A1644034 on 5/4/2026. (See Attachment)

All of the foregoing is subject to a legal description based on an actual site survey. Said site survey shall be obtained at the sole cost and expense of the Purchaser.

It is understood and agreed that the Seller upon the signing of this Option, does immediately grant the Purchaser the right and privilege without liability, to enter upon the premises herein described, by foot and/or vehicle, to obtain soil borings, samples, and make other tests, land and archaeological surveys, as said Purchaser deems necessary to determine the suitability of the premises for the use and type of construction proposed.

In the event of the exercise of this Option, the purchase price for the premises, shall be the sum of Twenty-four Thousand One Hundred and Twenty and 00/100 (\$24,120.00) less the amount of down payment herein, payable in cash upon the exercise of this Option.

Pursuant to obtaining all necessary federal, state, and local permits, and approvals the Purchaser upon its board approval shall exercise the Option and payment of the balance of the purchase price. In exchange for said monies, the Seller agrees to execute and deliver to the Purchaser a Warranty Deed, conveying the premises free and clear of all liens and encumbrances, except public roads, restrictions of record and taxes not due and payable to the Purchaser. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

In the event that this Option is not exercised, then the Seller shall retain the consideration paid for such Option as liquidated damages, and the Purchaser shall remove all of its facilities from the premises and restore the surface to as near as possible its pre-disturbed condition.

Purchaser shall pay Seller for damages to crops, fences, and other physical improvements damaged as a result of its exploratory work on the premises. In the event that the Option is exercised, and possession is required by Purchaser prior to crop harvest, then Purchaser shall pay Seller for standing crops.

Said option may be extended by said Purchaser for the same period of time upon the payment of a like sum as above stated. In the event of the extension of the Option, said sum of Two Thousand Four Hundred Dollars (\$ 2,400.00) paid for this Option shall be applied to the purchase price of the premises and any sums received by said Seller for an extension of this Option shall likewise be applied on said purchase price.

IN WITNESS WHEREOF, the Seller have hereunto set their hands and seals the day and year first above written.

Signed In The Presence Of:

Jimmie-John King - Mayor

William H. Schimmel, Jr. - City Administrator

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Minnesota)
) §
COUNTY OF Olmsted County)

On this _____ day of _____, 20____, before me personally appeared _____
_____, to me known to be the person(s) named in and who executed the foregoing instrument,
and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in the State of Minnesota
My Commission Expires: _____

This Instrument Drafted By:
Jane M. Eggen
Dairyland Power Cooperative
P.O. Box 817
La Crosse, WI 54602-0817

Garret Seebandt

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) §
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared Garret Seebandt
A Single Person, to me known to be the person(s) named in and who executed the foregoing instrument,
and acknowledged that _____ he _____ executed the same as _____ his _____ voluntary act and deed.

Notary Public in the State of Wisconsin
My Commission Expires: _____