

**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

May 21, 2015

AGENDA ITEM: 4.1

TOPIC: THE SALE FOR VALUABLE CONSIDERATION OF A HIGHWAY EASEMENT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AS SHOWN ON THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY PLAT 82-122

BACKGROUND: The Minnesota Department of Transportation (MN DOT) has been working with the School District and the City of Forest Lake during the planning stages for intersection improvements to Highway 97 and Highway 61. Several community meetings have been held in our high school during the past three years regarding this project. The School Board reviewed the various land transactions at the January 22nd School Board Meeting. The School Board approved two land transactions at the February 12th School Board Meeting.

PROCESS: MN DOT is seeking an easement in lieu of the land donation to provide them access to maintain the pedestrian bridge they will be constructing at the intersection. MN DOT will be donating a large amount of land to the School District in a future transaction involving the City of Forest Lake when construction is complete. The attachments identify the easement MN DOT is seeking.

RECOMMENDATION: The Administration recommends approval of "The sale for valuable consideration of a highway easement to the Minnesota Department of Transportation as shown on the Minnesota Department of Transportation's Right of Way Plat 82-122."

Kautz, Tiffany (MN DOT) 4-27-15 via email

Hi Larry.

Thanks for taking a couple of minutes to discuss with me the Land Donation. Based on MnDOT's existing right of way at this location, MnDOT would only like to acquire a highway easement (not fee title) in this area. The School District would still be the underlying fee owner of the land donation area.

A few more steps are needed to complete the donation process. Attached are copies of the necessary paperwork. I will also be sending you hard copies of this information (along with a copy of this email) via certified mail. If you have any questions, please let me know. I'd be happy to come out and meet with you to discuss.

Attachments:

- **Offer Letter:** This copy is for you to keep. I do NOT need a signed copy of this letter. The "Guide for Property Owners" booklet referenced in the letter can be found online at <http://www.dot.state.mn.us/row/pdfs/property-owners-guide-graphics.pdf>. (Please note: This is a form letter. Many of the items listed in the Package Contents ("Relocation Assistance" Booklet, Valuation Report, Appraisal Reimbursement Claim form and Acquisition Incidental Claim form) are not needed for this transaction and have not been included with the packet. If you have any questions, please let me know.)
- **Offer to Sell and Memorandum of Conditions:** Please date on page 1 and sign on page 3. Please send 2 signed copies to me at the address listed below.
- **Highway Easement:** Please date on page 1. Please notarize and sign on page 2. Please send 2 signed copies to me at the address listed below. MnDOT will file this document at the courthouse. If you'd like a copy of the filed document, please let me know.
- **Legal Description.**
- **Plat 82-122:** This is Plat is on file at the Washington County courthouse. The Land Donation Area is highlighted
- **Land Donation Exhibit (Parcel Sketch):** This is the exhibit that was included with your February 12th letter to MnDOT. The area depicted in this exhibit matches the area shown on Plat 82-122.

In addition to receiving copies of the Offer to Sell and Memorandum of Conditions (2 copies) and the Highway Easement (2 copies), MnDOT will also need a copy of the School Board Minutes approving the sale for valuable consideration of the land donation area. The documents you provided previously were great. Could the same thing be provided with the following the following language: The sale for valuable consideration of a highway easement to the Minnesota Department of Transportation as shown on the Minnesota Department of Transportation's Right of Way Plat 82-122?

If you have any questions, please let me know.

Thanks for your patience and assistance,
Tiffany

Tiffany Kautz
MnDOT ROW

1500 W CR B2 Roseville, MN 55113 [651/234-7584](tel:6512347584) tiffany.kautz@state.mn.us

LAND DONATION EXHIBIT A



C.S. 8206(61=1)901

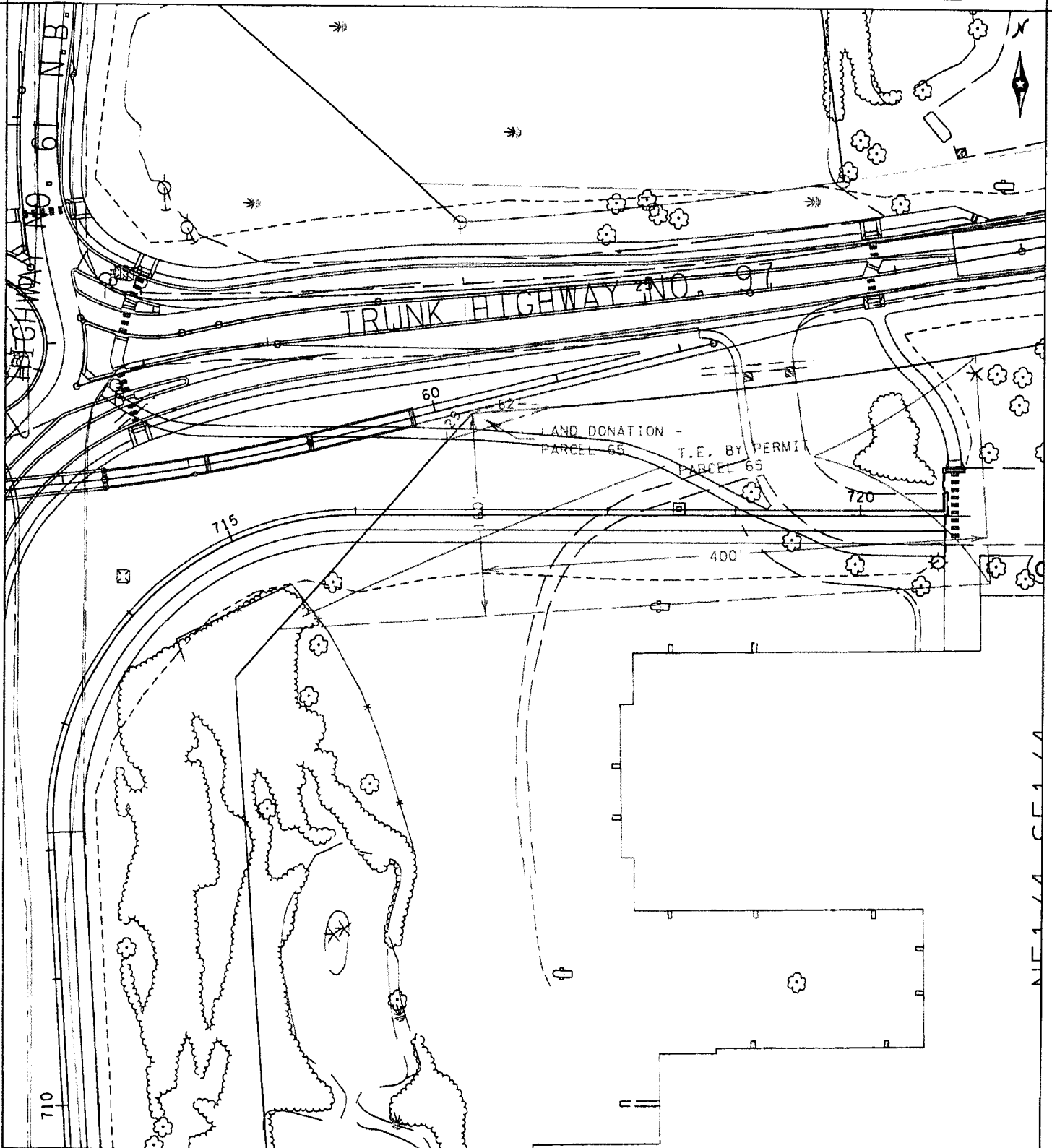
S.P. 8206-45

COUNTY RAMSEY

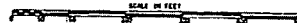
PARCEL NO. 65

OWNER INDEPENDENT SCHOOL DIST. NO. 831

Scale 1" = 100 ft.



AZIMUTH ORIENTATION AND GRID CONNECTION
Pier structures are oriented to the County Coordinate System with 0 degrees
0 minutes 0 seconds being GRID NORTH. Net distances are round numbers.

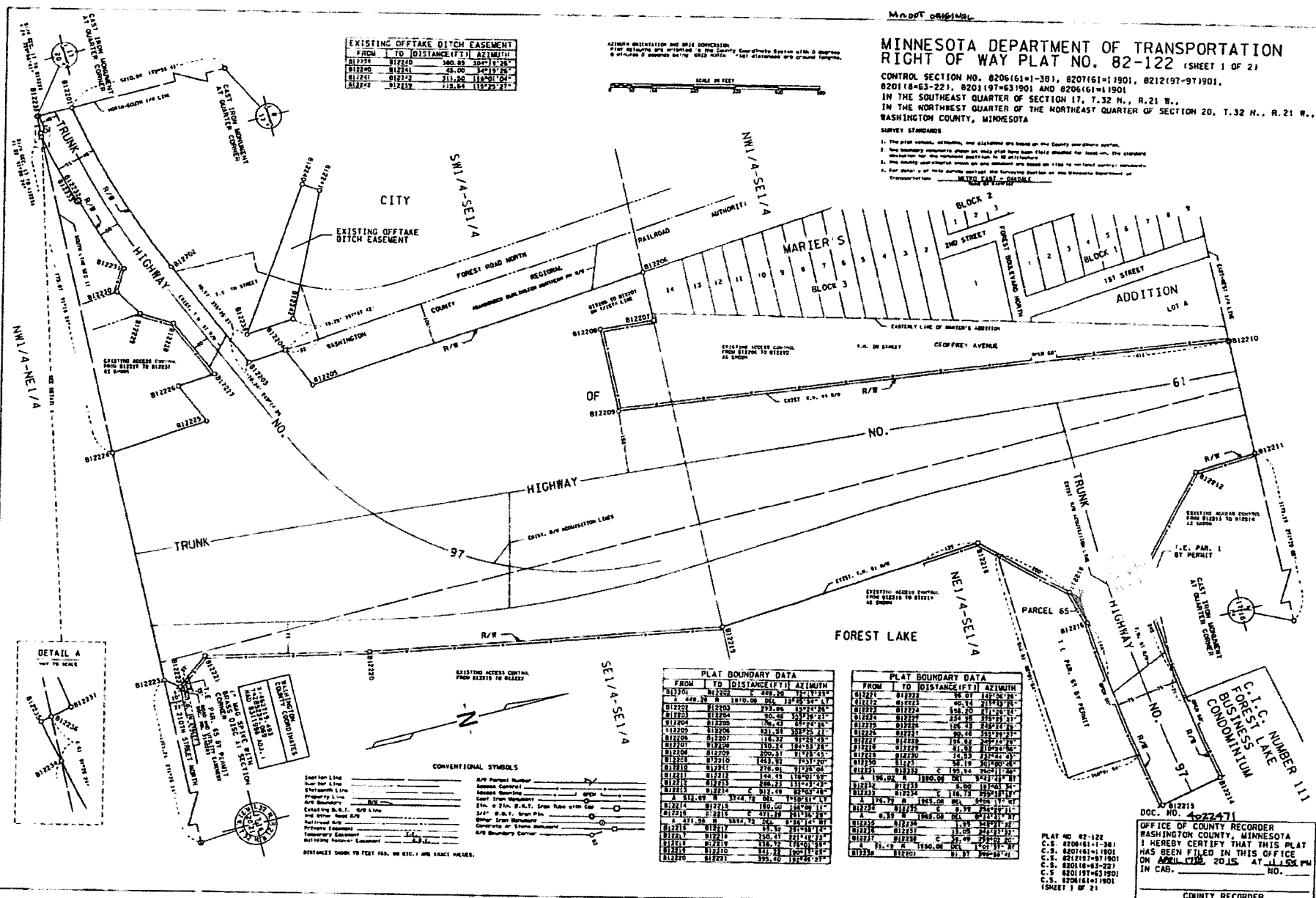


CONTROL SECTION NO. 8206(61)=181, 8207(61)=1901, 8212(97-97)1901,
8201(8=63-22), 8201(97=63)1901 and 8206(61)=1901
IN THE SOUTHEAST QUARTER OF SECTION 17, T.32 N., R.21 W.,
IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, T.32 N., R.21 W.,
WASHINGTON COUNTY, MINNESOTA

SURVEY STANDARDS

1. The plot schedule, definition, and delineation are based on the County assessment system.
2. The boundary measurements shown on this plot have been field checked for accuracy. The standards deviation for the perimeter positions is 15 centimeters.
3. The county assessment shown on this assessment map is based on 1980 as the latest mapping information.
4. For details of the survey method and Surveying Section of the Minnesota Department of Transportation see: MINN. STATE A. 114.010.

11-10-1964



MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 82-122 (SHEET 2 OF 2)

THE COMMISSIONER OF TRANSPORTATION IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 61 FROM 210TH STREET NORTH TO 0.50 MILE NORTH IN THE CITY OF FOREST LAKE.

It is further ordered that it is necessary to destroy all trees, shrubs, grass and herbage within the right of way of said trunk highway, and to keep and have the exclusive control of the same.

Certified by
 Elton S. Zullo
 Commissioner of Registration

I hereby certify that Minutes are 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; that this plat meets the requirements of Minnesota Statutes, Section 180.025, Section 180.14, Subd. 1, Section 181.16, Subd. 2, and Section 181.16; that parcel ownership are correctly indicated and delineated on this plat; and that the proposed right of way boundary lines are correctly designated on this plat.

I hereby certify that this plot was surveyed by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota; that all measurements are correctly shown on this plat; that all monuments have been correctly placed as shown on this plat; that Certification of Accuracy for the Minnesota Public Land Surveyors is shown on this plat and is in full in the County Recorder's Office as required under Minnesota Statutes, Section 160.151 and/or a County Surveyor's Deed.

NOTE: TEMPORARY COMMISSIONER'S ORDERS IN PUBLIC ROADS WILL EXPIRE ON 12/01/2018

DOC. NO. 4022471
OFFICE OF COUNTY RECORDER
WASHINGTON COUNTY, MINNESOTA
I HEREBY CERTIFY THAT THIS PLAT
HAS BEEN FILED IN THIS OFFICE
ON APR 17, 2015, AT 1:55 PM
IN CAB. _____ NO. _____

COUNTY RECORDER

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 8206 (61=1) 901 Parcel: 65 County: Washington

Owners and addresses: Independent School District #831, 6100 N. 210th St., Forest Lake, Minnesota, 55025;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota, an easement in the real estate or an interest therein situated in Washington County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State on days ~~after~~ the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said

acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including: Vacant Land

OWNERS

INDEPENDENT SCHOOL DISTRICT #831

By _____

Its _____

And _____

Its _____

(Address of Owner where acceptance is to be mailed.)

Independent School District #831
6100 N 210th St
Forest Lake, MN 55025
Attn: Larry Martini

March 19, 2015
8206-901-65

EASEMENT ACQUISITION

Parcel 65 C.S. 8206 (61=1) 901

S.P. 8206-45RW

All of the following:

That part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 32 North, Range 21 West, shown as Parcel 65 on Minnesota Department of Transportation Right of Way Plat Numbered 82-122 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota;

containing 0.01 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 65:

Access:

All right of access as shown on said plat by the access control symbol.

HIGHWAY EASEMENT

C.S. 8206 (61=1) 901

Parcel 65

County of Washington

Date: _____

For valuable consideration, Independent School District #831, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Washington County, Minnesota, described as follows:

All of the following:

That part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 32 North, Range 21 West, shown as Parcel 65 on Minnesota Department of Transportation Right of Way Plat Numbered 82-122 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota;

containing 0.01 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 65:

Access:

All right of access as shown on said plat by the access control symbol.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use,

or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

INDEPENDENT SCHOOL DISTRICT #831

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ of Independent School District #831, a body politic and corporate under the laws of the state of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Metro Right of Way,
1500 W. County Road B2
Roseville, MN 55113