

**CITY OF ORONOCO, MINNESOTA  
CITY COUNCIL RESOLUTION #2022-03**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
ORONOCO, MINNESOTA, APPROVING THE ACQUISITION OF PERMANENT AND  
TEMPORARY EASEMENTS IN ORONOCO, MINNESOTA, AND DISPENSING WITH  
REVIEW OF THE PURCHASES BY THE ORONOCO PLANNING COMMISSION**

- WHEREAS, the City of Oronoco (“City”) desires to acquire certain real property interests located in the City of Oronoco, Olmsted County, Minnesota, specifically 57 easements, which are a combination of permanent and temporary easements, from 47 property owners in Oronoco (the “Easements”); and
- WHEREAS, the owners/sellers of the various easements are listed by name of the fee titled owner(s) of each respective parcel and Olmsted County parcel ID number in the Stantec document titled Oronoco Wastewater System Permanent and Temporary Easement Acquisition Summary dated March 2, 2022 (the “Report”), which is on file with the City Clerk and is incorporated herein by reference, and includes a total cumulative compensation to all land owners receiving easements of \$124,278.00; and
- WHEREAS, the City desires to acquire the Easements in order to install required infrastructure improvements related to the construction of the City’s new wastewater treatment facility that will serve City residents (the “Project”); and
- WHEREAS, form easement agreements that will be used for each property referenced in the Report have been prepared based on the template easement agreements that are attached hereto and incorporated herein by reference as Exhibit A; and
- WHEREAS, Minnesota Statutes, Section 465.03 provides that the City may purchase real property and maintain the same for the benefit of its citizens, and that the purchase of the Property is subject to a resolution of the City Council adopted by a two-thirds majority of its members (4-1 vote), expressing the terms of the purchase in full; and
- WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and
- WHEREAS, the same statute further states, however, that the city council may, by resolution adopted by two-thirds vote (4-1 vote in favor), dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The City Council hereby finds that the proposed acquisition of the Easements by the City of Oronoco has no relationship to the City's Comprehensive Plan, and therefore review of the proposed acquisition by the Oronoco Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.


BE IT FURTHER RESOLVED THAT: The City Council hereby approves the attached form easement agreements and authorizes and directs the City's engineering firm Stantec to negotiate an easement with each respective property owner listed in the Report and to prepare an easement agreement for those property owners in substantially the same form as the documents contained in Exhibit A.

BE IT FURTHER RESOLVED THAT: The City Council hereby authorizes the Mayor and City Clerk to: (a) execute the Easement agreements in substantially in the same form as the documents contained in Exhibit A and allowing any necessary minor or technical changes approved by the City Clerk, and to offer and pay to the respective property owners the values listed in the Report and to pay a total cumulative compensation to all landowners receiving easements of \$124,278.00;

BE IT FURTHER RESOLVED THAT: The City Council hereby authorizes city staff or the City's contracted engineering firm Stantec to record any easement agreements authorized by this Resolution with the Olmsted County Recorder's Office and to pay any necessary recording fees therefor; and

PASSED by the City Council of the City of Oronoco on this 15<sup>th</sup> day of March, 2022.

ATTEST

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

**EXHIBIT A**

(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC UTILITY EASEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between  
[\_\_\_\_\_, a single person/divorced and not remarried/widowed and not  
remarried]  
[\_\_\_\_\_ and \_\_\_\_\_, married to each other]  
[\_\_\_\_\_, as Trustee of the \_\_\_\_\_ Trust]  
[\_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_  
, referred to hereinafter as "Grantor,"  
and the City of Oronoco, a municipal corporation organized under the laws of the State of  
Minnesota, 115 2<sup>nd</sup> Street NW, Oronoco, MN 55960 (hereinafter "Grantee"); (collectively  
referred to herein as the "parties").

**AGREEMENT**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and other good  
and valuable consideration paid this date by Grantee to Grantors, the receipt and sufficiency of  
which is hereby acknowledged, the Grantors and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement, 15 feet in width, for public sewer and wastewater utility purposes (the "Permanent Easement"), over, under, and across that part of the tracts of land legally described on Exhibit A (the "Property"), which is attached hereto and incorporated herein by reference, in the City of Oronoco, Olmsted County, Minnesota, as legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The Permanent Easement Area described above is depicted on the easement sketch on Exhibit C, which is attached hereto and incorporated herein by reference.
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described Property, is lawfully seized and possessed of said Property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge, and repair, as it

may find reasonably necessary and convenient, public sewer and wastewater utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Area described herein, as necessary to install, operate, repair, and maintain a sewer and wastewater system (the "Grantee Improvements").

5. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth, and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
6. Grantee shall, at its own cost and expense, restore the Permanent Easement Areas as close to as reasonably possible to the pre-existing condition as of the date of the start of the activity, in the opinion of the City Engineer's judgement, at the conclusion of any activity described in this paragraph 4 of this Agreement.
7. The Grantee and its employees, agents, permittees, and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times upon twenty-four (24) hours' prior notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor, provided that (1) Grantee may access the Permanent Easement Area without notice to perform ordinary non-invasive maintenance and (2) Grantee may access the Permanent Easement Area without notice if Grantee reasonably determines emergency circumstances necessitate immediate action. If Grantee accesses the Permanent Easement Area because of emergency circumstances, Grantee shall provide Grantor with notice of such emergency access promptly following such access.
8. The Grantor shall have full right and authority to use of the Permanent Easement in any manner not inconsistent with the limitations set forth in this paragraph. Except for the Grantee Improvements, the Grantor shall not erect, construct, or locate in the Permanent Easement area any new building, structure, or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
10. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public utility facilities and improvements constructed in the Permanent Easement Area in accordance with the grant of rights conveyed herein.
11. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

*[Signature pages to follow.]*

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTORS:**

\_\_\_\_\_  
\_\_\_\_\_

THE \_\_\_\_\_

OF \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF OLMSTED    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_, Grantor(s).

\_\_\_\_\_  
Notary Public

**GRANTEE:**

CITY OF ORONOCO, MINNESOTA

By: \_\_\_\_\_  
      Ryland Eichhorst, Its Mayor

**ATTEST:**

By: \_\_\_\_\_  
      Jerilyn Horton, Its City Clerk/Treasurer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF OLMSTED    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Ryland Eichhorst, as Mayor, and Jerilyn Horton, as City Clerk/Treasurer, for and on

behalf of the City of Oronoco, a municipal corporation under the laws of the State of Minnesota, Grantee.

\_\_\_\_\_  
Notary Public

(Top 3 inches reserved for recording data)

### TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between  
[\_\_\_\_\_, a single person/divorced and not remarried/widowed and not  
remarried]  
[\_\_\_\_\_ and \_\_\_\_\_, married to each other]  
[\_\_\_\_\_, as Trustee of the \_\_\_\_\_ Trust]  
[\_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_  
, referred to hereinafter as "Grantor,"  
and the City of Oronoco, a municipal corporation organized under the laws of the State of  
Minnesota, 115 2<sup>nd</sup> Street NW, Oronoco, MN 55960 (hereinafter "Grantee"); (collectively  
referred to herein as the "parties").

### AGREEMENT

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid this date by Grantee to Grantors, the receipt and sufficiency of which is hereby acknowledged, the Grantors and Grantee do hereby agree as follows:

12. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under, and across that part of the tract of land legally described on Exhibit A, in the City of Oronoco, Olmsted County, Minnesota, as depicted on Exhibit B, which is attached hereto and incorporated by reference (the "Temporary Easement Area").

The purpose of the temporary construction easement is for the Grantee to construct and install a public sewer and wastewater system (the "Grantee Work").

The Temporary Easement shall begin on the date this Agreement is executed and expire upon the completion of construction of the Grantee Work or on \_\_\_\_\_, 20\_\_, whichever date comes first.

13. The Grantors state and hereby covenant that the Grantors are the lawful owners of the above-described real estate, are lawfully seized and possessed of said real estate, and that the Grantors have good and lawful right to grant the Temporary Easement depicted herein.
14. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge, and repair, as it may find reasonably necessary and convenient, public utility facilities and improvements, and such other improvements appurtenant thereto as it may find reasonably necessary to complete the Grantee Work in the Temporary Easement area.
15. The Grantee shall have the right of ingress and egress to and from the Temporary Easement area by such route as shall occasion the least practical damage and inconvenience to the Grantors.
16. The Grantee shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the Grantee's rights pursuant to this Agreement.
17. The Grantee covenants and agrees to remove any temporary improvements, including but not limited to signage, gravel, pavement, or storage and shall restore impacted grounds to as close as reasonably possible to the pre-existing condition as of the date of this Agreement, in the opinion of the City Engineer's judgement. Such restoration shall include but not be limited to the backfilling of trenches, the reseeded or re-sodding of lawns and the replacement of disturbed landscaping. The Grantee shall continue maintaining new seed or sod until such time as the new grass area is reasonably established.
18. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto for the term of this temporary construction easement.
19. The Grantor will disclose to their successors in title the existence of this temporary construction easement if the above-described property, or any part thereof, are sold prior to the expiration of this temporary construction easement.

*[Signature pages to follow.]*





The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Ryland Eichhorst, as Mayor, and Jerilyn Horton, as City Clerk/Treasurer, for and on behalf of the City of Oronoco, a municipal corporation under the laws of the State of Minnesota, Grantee.

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Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Flaherty & Hood, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
Phone: 651-225-8840