

SPECIAL FACILITIES COMMITTEE  
Thursday, November 10, 2011 6:00 PM

Boardroom / Teleconference  
1820 Xenium Ln N  
Minneapolis, MN 55441-3790

## **Agenda**

1. North Education Center (NEC) Facilities Committee Agenda for November 10, 2011

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

**GROUP:** Special Facilities  
Committee

**DATE:** November 10, 2011

**TIME:** 6:00 – 6:30 PM

**LOCATION:** DSC Board Room

**PROTOCOLS:**

Decisions will be made via consensus on the agenda items.

**CONVENER:** Tom Shultz

**FACILITATOR:** Peyton Robb

**ATTENDING:**

### LONG TERM PURPOSE

The Facilities Committee for the North Education Center project will provide oversight and direction to administration and bring recommendations to the full Board for approval as needed.

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. Right of Entry Agreement	<ul style="list-style-type: none"><li>Committee members will recommend approval to the full Board a Right of Entry Agreement for access to District #281 property so that work on a storm sewer pipe may commence immediately.</li></ul> <p>A Storm Sewer Easement Agreement will be developed within 60 days. This Agreement will be brought to the Committee and the full Board and is expected to include a \$20,000 fee.</p>	15 minutes Tom Shultz	

**HANDOUTS:**

**INTERMEDIATE DISTRICT 287  
PLYMOUTH, MINNESOTA  
BOARD OF EDUCATION**

Regular Meeting – November 10, 2011

**AGENDA SECTION:** Administrative Services / Facilities Report

**ITEM:** Approval of Right of Entry Agreement

**PRESENTED BY:** Thomas Shultz

**1. Background Information**

A Right of Entry Agreement is needed so that INT 287 can immediately access ISD 281 property to install a storm sewer pipe at the NEC construction site. This Agreement allows INT 287 to proceed with the installation of the storm sewer line within the proposed easement. It is with the understanding that the conditions for the easement have been agreed to between INT 287 and ISD 281 and that waiting for the Storm Sewer Easement Agreement to be completed will cause a hardship due to weather conditions.

This Right of Entry Agreement specifies that a Storm Sewer Easement Agreement will contain all the terms and conditions permitting INT 287 to be granted an easement on ISD 281 property and that said Easement Agreement will be developed within 60 days. The Storm Sewer Easement Agreement will be brought to the Facilities Committee and the full Board and is expected to include a \$20,000 fee.

**2. Fiscal Impact/Funding Source: \$100 for Right of Entry Agreement**

**3. RECOMMENDED ACTION: Recommendation for Board approval of the Right of Entry Agreement with Robbinsdale ISD 281 for \$100.**

Motion by: \_\_\_\_\_ Yes \_\_\_\_ Passed \_\_\_\_

Second by: \_\_\_\_\_ Yes \_\_\_\_ Failed \_\_\_\_

Abstentions: \_\_\_\_\_

## RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made this 4<sup>th</sup> day of November 2011, by and between Independent School District #281 (the "Grantor"), and Intermediate District #287, a public body corporate and politic under the laws of Minnesota (the "Grantee").

1. **PARTIES.** The Grantor, which is the fee simple owner of certain real property identified with the playfield located between 5530 Zealand Avenue North, New Hope, MN 55487 and 7940 55<sup>th</sup> Avenue North, New Hope, MN 55428 (the "Property") and Intermediate District #287, are the parties to the Right of Entry Agreement (the "Agreement").
2. **PURPOSE.** Intermediate District #287 wants to receive from the Grantor and the Grantor is willing to grant Intermediate District #287 a right of entry so that Intermediate District #287 may proceed with the installation of a storm sewer pipe in or upon the Grantor's Property. Copy of the proposed plans are attached, listed as Exhibit A. Intermediate District #287 will enter into a Storm Sewer Easement Agreement with Grantor within 60 days of this agreement.
3. **GRANT OF RIGHTS.** The Grantor agrees to permit Intermediate District #287 and its agents, contractors, subcontractors, vendors, employees, or assigns to enter a portion of the Property which consists of an approximate 20 foot by 110 foot zone in the southwest portion of the property at all reasonable times during the term of this Agreement in a manner that does not substantially interfere with the activities of the Grantor.

Intermediate District #287 shall be responsible to perform all work on this site associated with their proposed storm sewer in accordance with all applicable laws and regulations. It is understood by both parties that Intermediate District #287 shall be responsible to restore any areas disturbed by the work to its original existing condition.

4. **CONSIDERATION.** In exchange for its grant of rights to the Grantee as described in Section 3 above, the Grantor shall receive the sum of \$100 and other good and valuable consideration.
5. **TERM OF THIS AGREEMENT.** The rights granted herein will be possessed and enjoyed by Intermediate District #287 from November 4, 2011 until March 1, 2012 (the "Termination Date").
6. **ASSIGNMENT.** Intermediate District #287 may assign its right to conduct the activities described in Section 2 hereof to its contractors, subcontractors, vendors, employees or assigns.

7. **LIABILITY.** Intermediate District #287 shall be responsible to the Grantor for the actions of Intermediate District #287 and Intermediate District #287's agents, contractors, subcontractors, vendors, employees, or assigns in carrying out the activities described in Section 2 hereof, subject to all of the limitations on liability set forth in Minnesota Statutes Chapter 466. Nothing in this section prohibits Intermediate District #287 from entering into binding agreements with its agents, contractors, subcontractors, vendors or assigns regarding defense, indemnification, insurance or other aspects of liability for claims arising out of the activities described in Section 2.
  
8. **GOVERNING LAW.** This Agreement is to be construed and enforced according to and governed by the law of the State of Minnesota.
  
9. **NOTICES.** Any notice under this Agreement will be in writing and will be sent by regular mail addressed to Independent School District #281 c/o Jeff Priess, Executive Director of Business Services at 4148 Winnetka Avenue N, New Hope, MN 55428 and to the Grantor c/o Sandra Lewandowski, Superintendent of Intermediate District #287, 1820 Xenium Lane N., Plymouth, MN 55441
  
10. **WAIVER OF TRESPASS.** The Grantor expressly waives any claims of trespass the Grantor may otherwise have over and across the Property above described by Intermediate District #287 or any of its agents, contractors, subcontractors, vendors, employees, invitees or assigns.

**GRANTOR**

**INDEPENDENT SCHOOL DISTRICT #281**

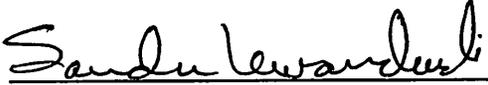
  
 \_\_\_\_\_  
 Jeff Priess, Executive Director of Business Services

\_\_\_\_\_  
 Date

11/8/11

**GRANTEE**

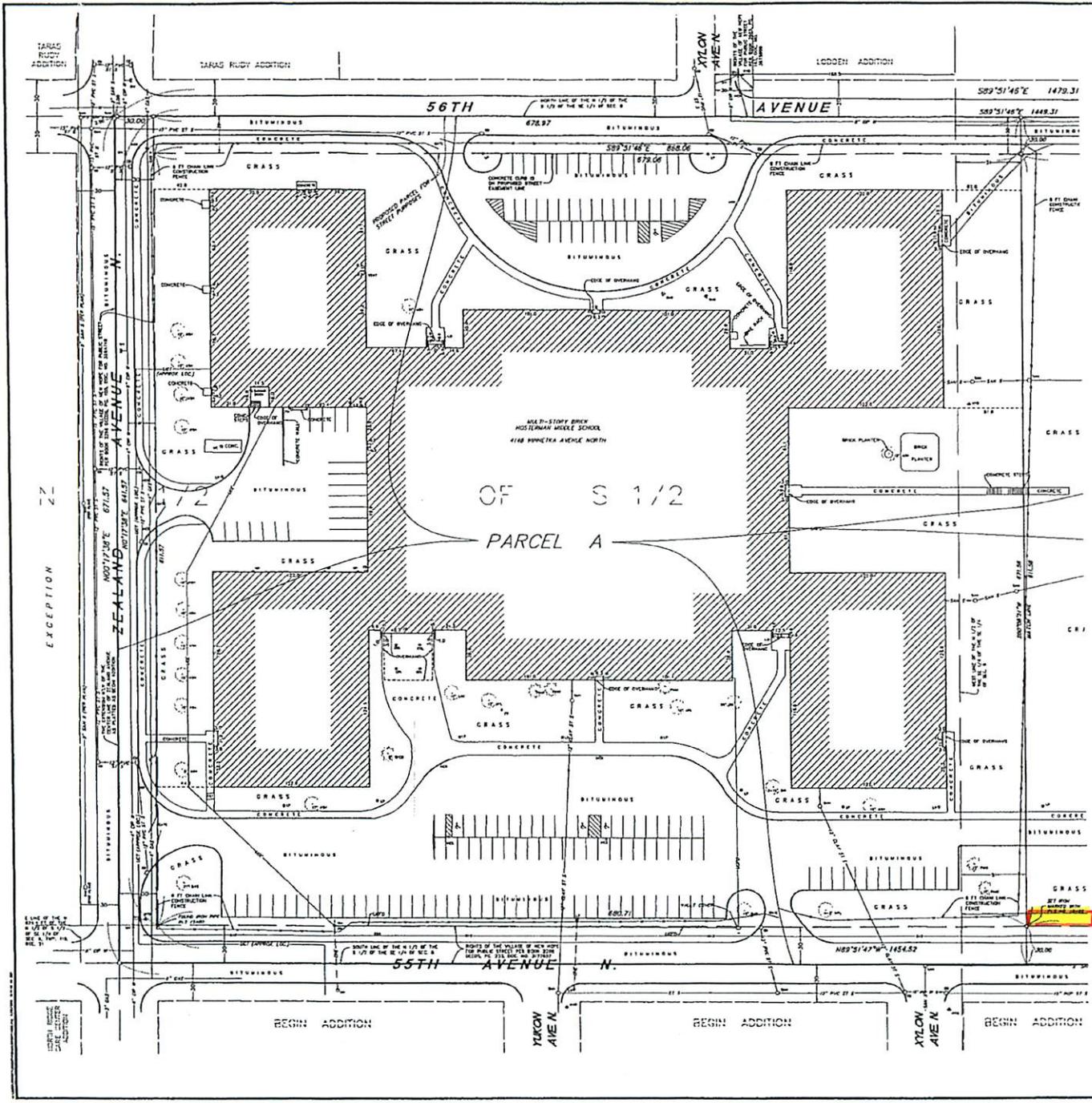
**INTERMEDIATE DISTRICT #287**

  
 \_\_\_\_\_  
 Sandra Lewandowski, Superintendent

\_\_\_\_\_  
 Date

11-8-11





**DESCRIPTION OF PROPERTY SURVEY**  
 (Per First American Title Insurance Company Commitment No. MCS-444058-VPLS, commitment date May 23, 2010)

The North Half (1/2) of the South Half (1/2) of the Southeast Quarter of Section 8, Township 11S, Range 2E, according to the United States Government Survey thereof, Harwich County, Minnesota.  
 Except that part thereof lying East of a line drawn parallel to and 494.85 feet West from the East line of said Southeast Quarter (S 1/2) and East that part thereof lying West of the eastern boundary of the center line of Zealand Avenue as plotted as BEGAN ADDITION, according to the recorded plat thereof, in Harwich County, Minnesota.  
 (abstract property)

**PROPOSED DESCRIPTION OF PARCEL A**

That part of the North Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11S, Range 2E, lying east of the reference line of the center line of Zealand Avenue as plotted as BEGAN ADDITION, according to the recorded plat thereof, in Harwich County, Minnesota.  
 And  
 The west 3100 feet of the North Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11S, Range 2E, Harwich County, Minnesota.

**PROPOSED DESCRIPTION OF PARCEL B**

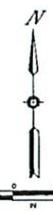
That part of the North Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11S, Range 2E, Harwich County, Minnesota, lying west of the east 494.85 feet of said North Half of the Southeast Quarter of the Southeast Quarter and lying west of the west 3100 feet of said North Half of the Southeast Quarter of the Southeast Quarter of Section 8.

**NOTES**

- 1) Location and sizes of underground utilities shown herein are approximate only and are shown based on field location of utility features in combination with available data provided by various sources. Some underground utility locations are shown as marked wells by these utility companies whose locations requested in our Chapter State One Call, ticket number 21388. All utility phone numbers are dependent on the completeness and accuracy of data provided. Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.
- 2) Current COPPER STATE ONE CALL at 811-454-3002 (800-251-1188) for precise utility location of utilities prior to any excavation.
- 3) First American Title Insurance Company Commitment No. MCS-444058-VPLS, commitment date May 23, 2010, was relied upon as to matters of record.
- 4) The subject property lies within Zone K (Area Referred to) in the notice of the 2008 annual election of the Board of the Harwich County Insurance Program. Paid Insurance Rate Map Community Parcel No. 210770112, effective date September 2, 2004. This information was obtained from the FEMA website.
- 5) Acreage:  
 Gross = 995,282 square feet or 22,849 acres  
 net (includes 35th Avenue and Zealand Avenue right of way) = 821,422 square feet or 18,818 acres  
 Proposed Parcel A: Gross = 476,722 square feet or 10,914 acres  
 net (includes proposed 35th Avenue parcel and 55th Avenue and Zealand Avenue parcels) = 452,722 square feet or 10,341 acres  
 Proposed Parcel B: Gross = 518,560 square feet or 11,804 acres  
 net (includes proposed 35th Avenue parcel and 55th Avenue and Zealand Avenue parcels) = 488,664 square feet or 11,241 acres
- 6) Zoning and setback information as provided by the Planning Department of the City of New Hope.  
 The subject property is zoned CB (Commercial Business District).  
 The setbacks for zone CB (Commercial Business District) are:  
 Building: Street = 20 feet  
 Interior Side = 10 feet  
 Rear = 20 feet  
 Restrictions (i.e., building setbacks, height and bulk restrictions, etc.) shown herein are based on information provided and are subject to interpretation. We cannot certify as to restrictions on the basis of our interpretation or the opinion of another party as stated in note under "Title A" of "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey". Parties should contact local governing authorities for a determination of restrictions. Jurisdictions will generally have a "Zoning Lateral" outlining their zoning classification and applicable restrictions upon request.
- 7) Survey coordinates and bearing data: Harwich County Coordinates

To Harwich Area School, Harwich County (City) 281 Independent School District No. 281 and First American Title Insurance Company  
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey, jointly established and adopted by ALTA and NPS in 2005, and includes Items 1, 2, 4, 7(a), 8, 9, 10 and 10(a) of said Standard. Pursuant to the Accuracy Standards as adopted by ALTA and NPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Minnesota, the Relative Precision Accuracy of this survey does not exceed that which is specified therein.  
 Dated this 30th day of June, 2010

SUNDE LAND SURVEYING, LLC  
 By: *Mark A. Sunde*  
 Mark A. Sunde, P.L.S. Min. Lic. No. 15432

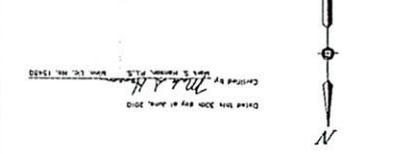


ALTA	01/01/2008
ALTA/ACSM	01/01/2008
ALTA/ACSM/AS	01/01/2008
ALTA/ACSM/AS/MS	01/01/2008
ALTA/ACSM/AS/MS/AS	01/01/2008

ALTA/ACSM LAND TITLE SURVEY FOR:  
 INDEPENDENT SCHOOL DISTRICT NO. 281  
 NORTHERN MIDDLE SCHOOL

**SUNDE LAND SURVEYING**  
 1000 1st Avenue, Suite 100  
 Harwich, Minnesota 55432  
 Phone: (218) 835-3333 Fax: (218) 835-3334  
 Website: www.sunde.com

DATE: 06/30/2010  
 TIME: 10:00 AM  
 SHEET: 1 of 2



- Check this book by April 2010  
 Checked by: *M.A.H.*  
 From L.S. No. 15853
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