

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





December 23, 2019
7:00 AM

1. Call to Order and Roll Call - Chair Reggie Bowerman
2. Pledge of Allegiance
3. Consideration of agenda as presented
4. Approval of Resolution for Sale of District Property 4
Consider approval of a resolution stating by name of Chair and Clerk granting them the authority to sign documents pertaining to the district's sale of Outlet A, Jackson Elementary School, Scott County, Minnesota
ACTION REGARDING SALE OF PROPERTY

THEREFORE BE IT RESOLVED that the Chairperson, Reggie Bowerman, and the Clerk, Angela Tucker, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, ("the Property") pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer's title commitment;
- b. All documents required to satisfy Seller's obligations under a Purchase Agreement between the District and the Buyer dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District's collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set

out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;

f. Bring Down Certificate;

g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer's access to a water main line which will service both properties;

h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;

i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;

j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;

k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

5. Recognition of Visitors to the Meeting

6. Adjournment of Emergency School Board Business Meeting

School Board Emergency Business Meeting Agenda

School Board

Shakopee Public Schools, Independent School District No. 720

December 23, 2019

A School Board Special Meeting of the School Board of Shakopee Public Schools, Independent School District No. 720, will be held December 23, 2019, beginning at 7:00AM in the District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL – CHAIR BOWERMAN

2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF AGENDA AS PRESENTED

4. APPROVAL OF RESOLUTION FOR SALE OF DISTRICT PROPERTY

Consider approval of a resolution stating by name of Chair and Clerk granting from the authority to sign documents pertaining to the district's sale of Outlet A, Jackson Elementary School, Scott County, Minnesota

ACTION REGARDING SALE OF PROPERTY

THEREFORE BE IT RESOLVED that the Chairperson, Reggie Bowerman, and the Clerk, Angela Tucker, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, (“the Property”) pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer’s title commitment;
- b. All documents required to satisfy Seller’s obligations under **a Purchase Agreement between the District and the Buyer** dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District’s collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;
- f. Bring Down Certificate;
- g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of

- the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer's access to a water main line which will service both properties;
- h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;
 - j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

5. ADJOURNMENT FROM SCHOOL BOARD EMERGENCY BUSINESS MEETING

AFFIDAVIT REGARDING SELLER

1. The undersigned affiants are, Reggie Bowerman, the Chairperson, and Angela Tucker, the Clerk, of the School Board for Independent School District No. 720, the entity named as Grantee in the Warranty Deed dated November 26, 2008, recorded December 2, 2008, as Document No. A813226, in the office of the Scott County Recorder of Deeds.
2. Said affiants are of legal age and under no legal disability.
3. Independent School District No. 720's principal offices are located at 1200 Town Square, Shakopee, MN 55379.
4. There have been no:
 - a. Bankruptcy or dissolution proceedings involving Independent School District No. 720 during the time Independent School District No. 720 had any interest in the premises described in the above document ("Land");
 - b. Tax liens filed against Independent School District No. 720;
 - c. Unsatisfied judgments of record against Independent School District No. 720, nor any actions pending in any courts, which affect the Land.
 - d. Any bankruptcy proceedings or dissolution proceedings of record against entities with the same or similar names, during the time period in which Independent School District No. 720 had any interest in the Land, are not against Independent School District No. 720.
 - e. Any judgments or tax liens of record against entities with the same or similar names are not against Independent School District No. 720.
5. There have been no labor or materials furnished to the Land for which payment has not been made;

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made effective as of _____, 2019 (the “Effective Date”), by and between INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of the State of Minnesota (collectively, “Grantor”) and TRIDENT – SHAKOPEE WEST, LLC, a Minnesota limited liability company (“Grantee”).

RECITALS

- A. Grantor owns real property in Scott County, Minnesota, legally described in Exhibit A attached hereto (the “Grantor Property”).
- B. Grantee owns real property in Scott County, Minnesota, legally described in Exhibit B attached here (the “Grantee Property”). The Grantee Property is adjacent to the Grantor Property.
- C. Grantee intends to construct and operate various improvements upon the Grantee Property and related grading and landscaping (collectively, the “Improvements”).
- D. Grantee desires to obtain, and Grantor desires to grant, a temporary easement over that portion of the Grantor Property legally described and depicted on Exhibit C (the “Easement Area”) for the purpose of performing the Improvements.
- E. Upon the terms and conditions set forth herein, the parties wish to enter into this Agreement to provide Grantee with a limited, temporary, non-exclusive easement to access the Grantor Property to allow for the construction of the Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The above recitals are incorporated herein.

2. Temporary Construction Easement. Grantor hereby grants to Grantee a temporary appurtenant non-exclusive construction and access easement (the “Temporary Construction Easement”) for ingress and egress in, on, over, across, and under the Easement Area for demolition, grading, construction, landscaping and the performance of other activities necessary to complete the Improvements. The following terms shall apply to the Temporary Construction Easement:

- a. All Improvements to be made, constructed or performed by Grantee and its contractors pursuant to this Agreement shall be at the sole cost and expense of Grantee, and shall be performed (i) in a good workmanlike manner, and (ii) in a way that does not materially interfere with operations on the Grantor Property.
- b. In the event Grantee or any persons entering the Easement Area pursuant to the Temporary Construction Easement damages any improvements within the Easement Area during the performance of its construction of the Improvements pursuant to the Temporary Construction Easement, Grantee shall be solely responsible for repairing such damage at Grantee’s sole cost and expense. Upon completion of the Improvements, Grantee, its employees, contractors, suppliers and/or agents shall re-grade and re-seed any disturbed surface areas to as near their preexisting conditions as is reasonable under the circumstances, subject to any portion of the Improvements consisting of permanent grading changes within the Easement Area. In the event Grantee fails to do so within thirty (30) days after completion of said Improvements and written notice of such failure from Grantor to Grantee, Grantor may perform any or all of said restoration work and Grantee will reimburse Grantor for the cost thereof within thirty (30) days after receipt of Grantor’s invoice therefor.
- c. The Temporary Construction Easement shall be irrevocable for the Easement Term (as defined below).
- d. The Temporary Construction Easement is also for the benefit of the contractors, subcontractors, suppliers, agents, employees, or representatives of Grantee (the “Authorized Persons”), provided, however, that Grantee shall not assign this Agreement or the Temporary Construction Easement to any party not owning the Grantee Property without the Grantor's prior written consent.
- e. The Easement Area may be used for storage of construction equipment and materials during the Easement Term.

3. Term of the Temporary Construction Easement. The term of the Temporary Construction Easement granted by this Agreement shall commence on the Effective Date and shall automatically expire one (1) year after the Effective Date (the “Easement Term”) ; provided, however, Grantee shall have the option to extend the Easement Term by an additional period of six (6) months by delivering notice of its election to exercise said option at any time prior to the expiration of the original one (1) year Easement Term.

4. Liens. Grantee shall not cause, suffer or permit any lien to be filed against the Easement Area or Grantor's Property in connection with the Improvements or any other work done by or on behalf of Grantee in the Easement Area. In the event any such lien is filed, Grantee shall have the same discharged or bonded over within thirty (30) days of receipt of notice of the filing. In the event Grantee fails to so discharge such lien, Grantor, upon ten (10) days prior written notice to Grantee, may do so and Grantee shall immediately reimburse the full cost thereof.

5. Indemnification. To the extent caused by Grantee or its Authorized Persons in connection with use of the Temporary Construction Easement, Grantee agrees to indemnify, defend and hold Grantor harmless from and against third-party claims for: (a) any damage or liability arising from any injury to any person or property occurring on or about the Easement Area; and (b) the creation of any mechanics' and/or materialmen's lien(s) on the Easement Area or Grantor's Property which is not discharged or bonded over by Grantee within thirty (30) days of receipt of written notice from Grantor.

6. Notice. Any consent, demand, notice, request, waiver, or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or the day such notice is deposited in the mail for delivery by certified United States mail, return receipt requested, postage prepaid, in any event, addressed to the party's address as follows, or such other address designated by such party in writing delivered in accordance with this Section 6:

To Grantor: Attn: School Board Chair
ISD #720
1200 Town Square
Shakopee, MN 55379

With a copy by email to:

James P. Conway, Esq.
Jaspers, Moriarty & Wetherille, P.A.
206 Scott Street
Shakopee, MN 55379
jconway@jmwlaw.com

To Grantee: Trident – Shakopee West, LLC
3601 18th Street South
St. Cloud, MN 56301

With a copy by email to:

Siegel Brill, P.A.
Attn: Anthony J. Gleekel
100 Washington Ave S
Suite 1300

Minneapolis, MN 55401
tonygleekel@siegelbrill.com

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles. All legal actions instituted by the parties concerning this Agreement shall be filed solely in the Scott County District Court.

8. Entire Agreement; Modification. No representation or statements have been made which would modify, add to or change the terms of this Agreement. This Agreement may be amended only by a written document signed by the parties.

9. Binding Effect. The easements, covenants, and agreements contained in this Agreement shall be construed as running with the land, and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original with all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

EXHIBIT A

GRANTOR PROPERTY LEGAL DESCRIPTION

Outlot A, Jackson Elementary School, Scott County, Minnesota.

.

EXHIBIT B

GRANTEE PROPERTY LEGAL DESCRIPTION

Outlot A, Powers First Addition, Scott County, Minnesota.

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

[Contained on Following Page]

(roadway)

EASEMENT

This Easement is made as of _____, 2019, by INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of the State of Minnesota (“Owner”) in favor of the CITY OF SHAKOPEE, MINNESOTA, a Minnesota municipal corporation (the "City").

RECITALS

WHEREAS, Owner is the fee owner of the real property described on Exhibit A (the “Property”).

WHEREAS, Owner desires to grant to the City certain easements over a portion of the Property legally described and depicted on Exhibit B (the “Easement Area”).

TERMS OF EASEMENTS

1. **Grant of Easements.** For good and valuable consideration, receipt of which is acknowledged by Owner, Owner grants and conveys to the City a perpetual non-exclusive easement for utility and roadway purposes over the Easement Area for utility and public roadway related purposes subject to the terms and conditions hereof.

2. **Scope of Easements.** The perpetual roadway easements granted herein include the rights of the City, its contractors, agents, and employees to grade, construct, operate, maintain, use alter, repair and remove within the described Easement Area a public roadway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, watermain, other transportation-related uses, public facilities, utilities, boulevards and appurtenances, including for drainage and utility purposes and for public and/or quasi-public uses and appurtenances permitted under City’s Management of Public Right-of-Way Ordinance, including as may be amended or superseded, together with all other rights necessary and convenient for the enjoyment and unrestricted used of same over, under and across the real property. The easements granted herein also include the rights to cut, trim, or remove from the Easement Area any trees

(including overhanging branches), shrubs, grass or other vegetation as in the City's judgment unreasonably interfere with the easement or improvements of the City.

3. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suites or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this instrument.

4. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Owner, its successors and assigns.

CITY OF SHAKOPEE, MINNESOTA, a
Minnesota municipal corporation

By: _____

Name: Bill Mars

Title: Mayor

By: _____

Name: William H. Reynolds

Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on _____, 2018, by Bill Mars, the Mayor, and by William H. Reynolds, the City Administrator, of the CITY OF SHAKOPEE, MINNESOTA, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

Drafted by:

City of Shakopee

EXHIBIT A

Legal Description of Property

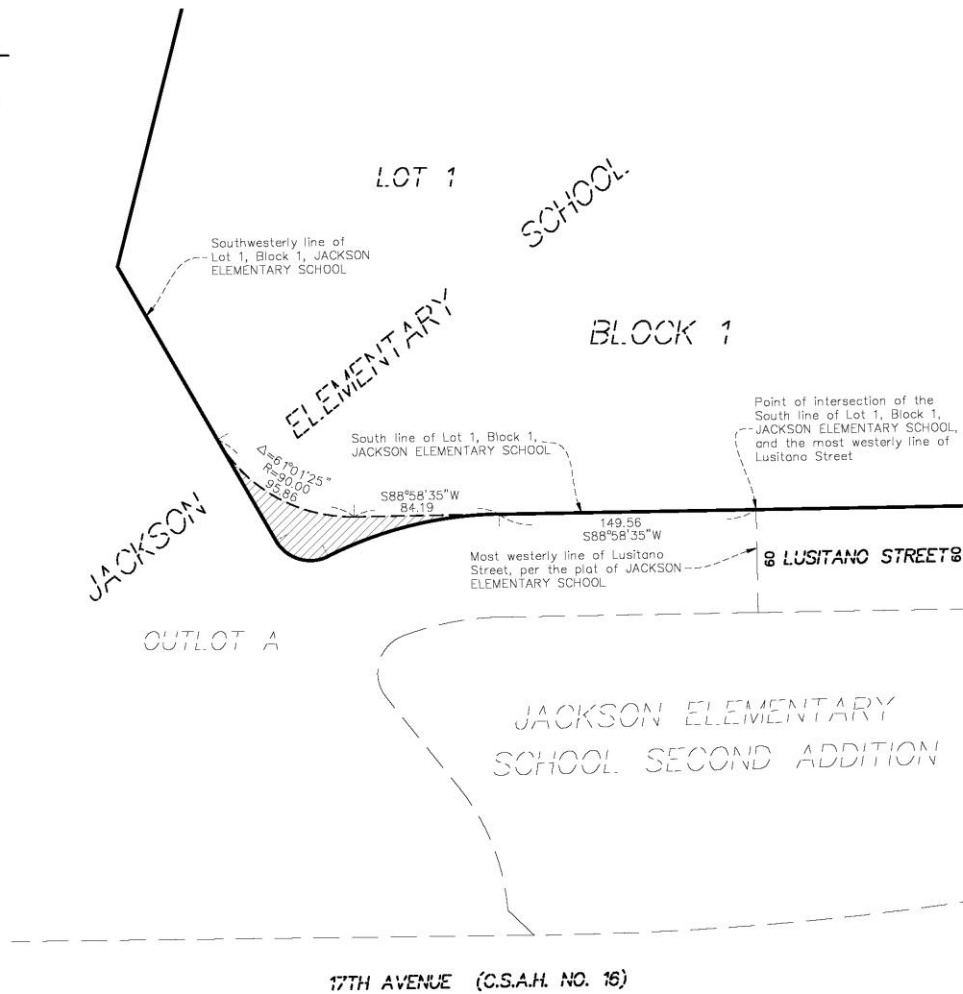
Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota.

EXHIBIT B

Legal Description and Depiction of Easement Area

[See attached]

Roadway and Utility Easement Description Sketch



ROADWAY AND UTILITY EASEMENT DESCRIPTION:

A roadway and utility easement lying over, under, and across that part of Lot 1, Block 1, JACKSON ELEMENTARY SCHOOL, according to the recorded plat thereof, Scott County, Minnesota, lying southerly and southwesterly of the following described line:

Commencing at the point of intersection of the South line of said Lot 1 and the most westerly line of Lusitano Street, as created and dedicated is said plat of JACKSON ELEMENTARY SCHOOL, thence South 88 degrees 58 minutes 35 seconds West, assumed bearing, along said South line of Lot 1, a distance of 149.56 feet to the point of beginning of the line to be described; thence westerly and northwesterly 95.86 feet along a tangential curve concave to the northeast, having a radius of 90.00 feet, and a central angle of 61 degrees 01 minute 25 seconds to the southwesterly line of said Lot 1 and said line there terminating.

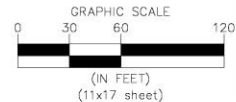
Said easement contains ±1,929 sq. ft. (±0.04 ac.)



**Carlson
McCain**
ENVIRONMENTAL - ENGINEERING - SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959



Roadway and Utility
Easement Area



1667 7389-school rw easement

DRAINAGE AND UTILITY EASEMENT

This DRAINAGE AND UTILITY EASEMENT (this “Easement”) is hereby made effective this _____ day of _____, 2019 by and between INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of the State of Minnesota (“Grantor”) and TRIDENT – SHAKOPEE WEST, LLC, a Minnesota limited liability company, its successors and assigns (“Grantee”).

Recitals

- A. Grantor is the fee owner of certain real property located in the City of Shakopee, Scott County, Minnesota, and legally described on Exhibit A, attached hereto and incorporated herein (the “Grantor Property”).
- B. Grantee is the fee owner of certain real property located in the City of Shakopee, Scott County, Minnesota, and legally described on Exhibit B, attached hereto and incorporated herein (the “Grantee Property”).
- C. Grantor desires to grant Grantee an easement over the portion of the Grantor Property depicted and legally described on Exhibit C, attached hereto and incorporated herein, (the “Easement Area”) for drainage and utility purposes, subject to the terms and conditions set forth herein.

Agreement

1. Grant of Drainage and Utility Easement. Grantor, as the owner of the Grantor Property, hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual appurtenant easement (the “Drainage and Utility Easement”) over, under, through and across the Easement Area for drainage and utility purposes, including, without limitation, of excavating for, installing, constructing, operating, inspecting, maintaining, repairing, altering, adding to and/or removing a storm water sewer line and facilities related and appurtenant thereto on, under, and through the Easement Area.

2. Restoration. Grantee, at its sole cost and expense, shall, promptly after the installation of the above-described utility facilities, and promptly after the exercise of any other

rights granted herein, repair any damage to the Grantor Property caused by such activities and restore the Grantor Property to as near their original condition as is commercially reasonable.

3. Compliance with Laws. Grantee shall comply with all applicable laws and regulations in connection with its exercise of its rights under the Drainage and Utility Easement.

4. Easement to Run with the Land. The Drainage and Utility Easement granted herein shall run with the land constituting the Grantor Property and is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

[Signature Pages Follow]

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Outlot A, Jackson Elementary School, Scott County, Minnesota;

AND

That part of Section 13, Township 115, Range 23, Scott County, Minnesota, described as follows:

Beginning at a point on the west line of said Southwest Quarter of Northwest Quarter distant 1033.0 feet north of the southwest corner thereof; thence continuing North along said west line a distance of 100.0 feet; thence East at right angles to said west line a distance of 350.0 feet; thence South at right angles a distance of 100.0 feet; thence West at right angles a distance of 350.0 feet to the point of beginning.

AND

That part of Section 13, Township 115, Range 23, Scott County, Minnesota, described as follows:

Beginning at a point on the west line of said Southwest Quarter of Northwest Quarter distant 783.0 feet north of the southwest corner thereof; thence continuing North along said west line a distance of 250.0 feet; thence East at right angles to said west line a distance of 350.0 feet; thence South and parallel with the said west line a distance of 250.0 feet; thence West a distance of 350.0 feet to the point of beginning.

AND

That part of the Southwest Quarter of the Northwest Quarter of Section 13, Township 115, Range 23, Scott County, Minnesota described as follows:

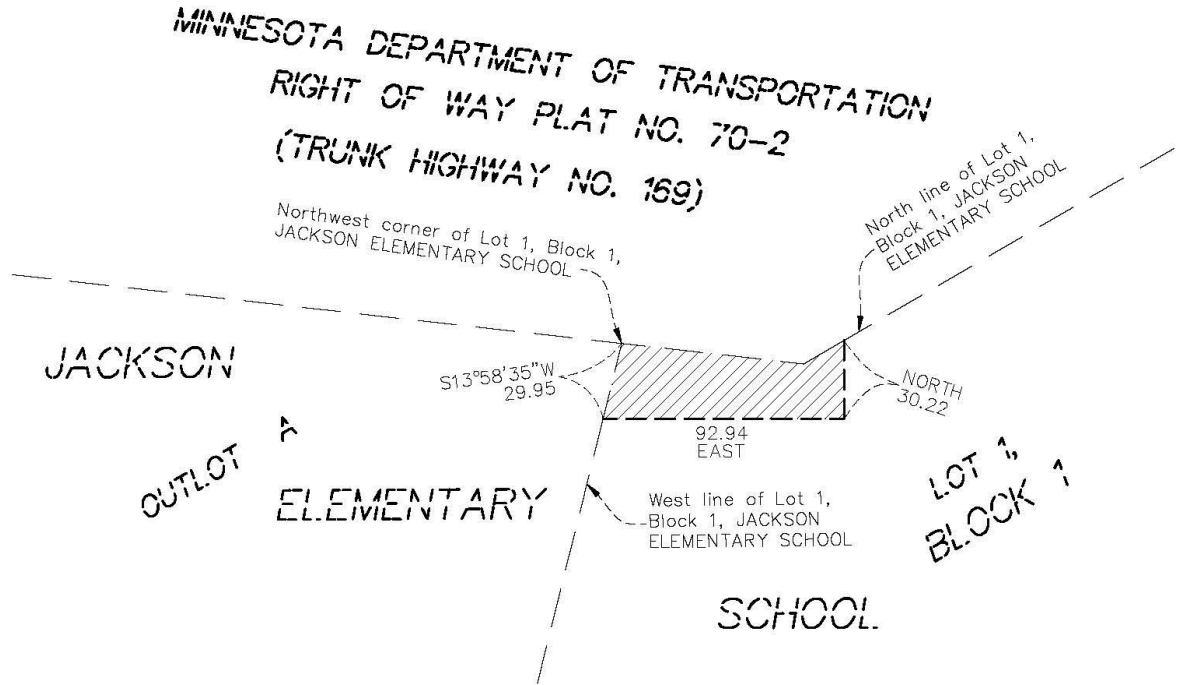
Beginning at a point in the west line of said Northwest Quarter 719.36 feet north of the southwest corner thereof; thence continuing North 1 degree 1 minute 25 seconds West, assumed basis for bearings, along said west line, 63.64 feet; thence North 88 degrees 58 minutes 35 seconds East a distance of 350.00 feet; thence South 1 degree 1 minute 25 seconds East, parallel with the said west line a distance of 65.54 feet; thence South 89 degrees 17 minutes 12 seconds West a distance of 350.01 feet to the said west line; thence North to the point of beginning.

EXHIBIT C

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

[Contained On Following Page]

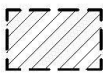
Drainage and Utility Easement Description Sketch



DRAINAGE AND UTILITY EASEMENT DESCRIPTION:

An easement lying over, under, and across that part of Lot 1, Block 1, JACKSON ELEMENTARY SCHOOL, according to the recorded plat thereof, Scott County, Minnesota, said easement lying northerly and westerly of the following described line:

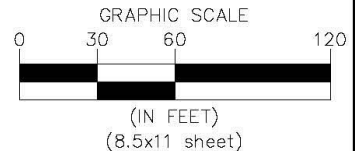
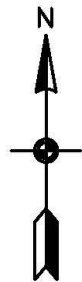
Commencing at the Northwest corner of said Lot 1; thence South 13 degrees 28 minutes 35 seconds West, assumed bearing, along the West line of said Lot 1, a distance of 29.95 feet to the point of beginning of the line to be described; thence on a bearing of East, 92.94 feet; thence on a bearing of North, 30.22 to the North line of said Lot 1 and said line there terminating.



Drainage and Utility Easement Area



**Carlson
McCain**
ENVIRONMENTAL • ENGINEERING • SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959



Save Date: 12/14/19 r:\jobs\7381 - 7400\7389 - shakopee apartments\cad_c3d\survey\7389-du_easement.dwg

1667 7389-du easement

UTILITY EASEMENT

This UTILITY EASEMENT (this “Easement”) is hereby made effective this _____ day of _____, 2019 by and between INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of the State of Minnesota (“Grantor”) and TRIDENT – SHAKOPEE WEST, LLC, a Minnesota limited liability company, its successors and assigns (“Grantee”).

Recitals

- A. Grantor is the fee owner of certain real property located in the City of Shakopee, Scott County, Minnesota, and legally described on Exhibit A, attached hereto and incorporated herein (the “Grantor Property”).
- B. Grantee is the fee owner of certain real property located in the City of Shakopee, Scott County, Minnesota, and legally described on Exhibit B, attached hereto and incorporated herein (the “Grantee Property”).
- C. Grantor desires to grant Grantee an easement over the ten (10) foot strip of land within the Grantor Property the centerline of which shall be co-located with the existing water main line on the Grantor Property and which is generally depicted on Exhibit C, attached hereto and incorporated herein, (the “Easement Area”) for utility purposes, subject to the terms and conditions set forth herein.

Agreement

1. Grant of Utility Easement. Grantor, as the owner of the Grantor Property, hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual appurtenant easement (the “Utility Easement”) over, under, through and across the Easement Area for utility purposes, including, without limitation, of excavating for, operating, inspecting, maintaining, repairing, replacing, altering, installing, constructing, adding to and/or removing a water main line and facilities related and appurtenant thereto on, under, and through the Easement Area.

2. Restoration. Grantee, at its sole cost and expense, shall, promptly after entry upon the Easement Area to exercise of any rights granted herein, repair any damage to the

Grantor Property caused by such activities and restore the Grantor Property to as near their original condition as is commercially reasonable. Grantor shall not damage or disrupt any utilities installed within the Easement Area.

3. Compliance with Laws. Grantee shall comply with all applicable laws and regulations in connection with its exercise of its rights under the Utility Easement.

4. Easement to Run with the Land. The Utility Easement granted herein shall run with the land constituting the Grantor Property and is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

[Signature Pages Follow]

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Outlot A, Powers First Addition, Scott County, Minnesota;

AND

Lot 1, Block 1, Powers First Addition, Scott County, Minnesota.

EXHIBIT C

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

[Contained On Following Page]

RELEASE AND TERMINATION OF DECLARATION OF EASEMENT

THIS RELEASE AND TERMINATION OF DECLARATION OF EASEMENT (this “Release”) is made and entered into this _____, 2019, by Ladybug Real Estate No. 3 LLC, a Minnesota limited liability company, (“Ladybug”) and Independent School District No. 720, an independent school district organized under the laws of the State of Minnesota (“ISD”).

RECITALS

WHEREAS, ISD granted Ladybug an easement for grading purposes, dated August 16, 2017 and recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471 (“Declaration”);

WHEREAS, Ladybug is the owner of Lot 1, Block 1, Jackson Elementary School Second Addition, Scott County, Minnesota, the real property benefitted by the easement granted in the Declaration, and ISD is the owner of Outlot A, Jackson Elementary School, Scott County, Minnesota, the real property burdened by the easement granted in the Declaration; and

WHEREAS, Ladybug and ISD desire to terminate the Declaration and release the easement created therein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Recitals. The above made recitals are incorporated herein.
2. Termination of Declaration and Release of Easement. Ladybug and ISD hereby terminate the Declaration and release the easement created thereby, and neither party shall have any further rights or obligations under the Declaration.

[Signatures Contained on Following Pages]

ISD:

INDEPENDENT SCHOOL DISTRICT
NO. 720, an independent school district
organized under the laws of the State of
Minnesota

By: _____
Reggie Bowerman
Its: School Board Chairperson

By: _____
Angela Tucker
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on _____, 2019, by Reggie Bowerman, as School Board Chairperson, and Angela Tucker, as School Board Clerk, of INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of the State of Minnesota, on behalf of said independent school district.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Siegel Brill, P.A.
100 Washington Avenue South
Suite 1300
Minneapolis, MN 55401

**LENDER’S CONSENT TO
RELEASE AND TERMINATION OF DECLARATION OF EASEMENT**

The undersigned is a holder of a mortgage dated February 1, 2018, executed by LADYBUG REAL ESTATE NO 3, LLC, a Minnesota limited liability company (“Grantor”), in favor of BANKVISTA, a Minnesota banking corporation (“Lender”), and filed on February 8, 2018, in the Office of the County Recorder of Scott County, Minnesota as Document No. A1041757 (the “Mortgage”).

The Mortgage constitutes a valid and subsisting first lien upon certain real property legally described as “Lot 1, Block 1, Jackson Elementary School Second Addition, Scott County, Minnesota” (formerly legally described as Outlot B, Jackson Elementary School, Scott County, Minnesota). The Lender hereby consents to any objection it may have to the execution and acknowledgment of the foregoing Agreement by the parties thereof, and desires further to consent to the recording of the foregoing Agreement in the Office of the County Recorder for Scott County, Minnesota.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender, for itself, its successors, and assigns, hereby consents to the foregoing Agreement, and to all the terms, covenants, easements and conditions contained in said Agreement, and consents to the recording of said Agreement in the Office of the County Recorder for Scott County, Minnesota. In addition, Lender, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Agreement with the same force and effect as though the foregoing Agreement had been executed, delivered and recorded prior to the date of the Mortgage.

[Signature Page on Next Page]

**MORTGAGEE'S CONSENT TO
RELEASE AND TERMINATION OF DECLARATION OF EASEMENT**

The undersigned is a holder of a mortgage dated November 1, 2018, executed by LADYBUG REAL ESTATE NO 3, LLC, a Minnesota limited liability company ("Mortgagor"), in favor of TWIN CITIES-METRO CERTIFIED DEVELOPMENT COMPANY, a Minnesota non-profit corporation ("Mortgagee"), and filed on November 9, 2018, in the Office of the County Recorder of Scott County, Minnesota as Document No. A1057057, and as assigned by that certain Assignment of Mortgage dated November 1, 2018, executed by Mortgagee, assigning its interest to U.S. SMALL BUSINESS ADMINISTRATION and filed on November 9, 2018 in the Office of the County Recorder of Scott County, Minnesota as Document No. A1057059 (collectively the "Mortgage").

The Mortgage constitutes a valid and subsisting first lien upon certain real property legally described as "Lot 1, Block 1, Jackson Elementary School Second Addition, Scott County, Minnesota". The Mortgagee hereby consents to any objection it may have to the execution and acknowledgment of the foregoing Agreement by the parties thereof, and desires further to consent to the recording of the foregoing Agreement in the Office of the County Recorder for Scott County, Minnesota.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors, and assigns, hereby consents to the foregoing Agreement, and to all the terms, covenants, easements and conditions contained in said Agreement, and consents to the recording of said Agreement in the Office of the County Recorder for Scott County, Minnesota. In addition, Mortgagee, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Agreement with the same force and effect as

though the foregoing Agreement had been executed, delivered and recorded prior to the date of the Mortgage.

[Signature Page on Next Page]

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “Assignment”), is made, entered into and effective as of December ____, 2019, by and between INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of Minnesota (“Assignor”), and TRIDENT – SHAKOPEE WEST, LLC, a Minnesota limited liability company (“Assignee”), both of whom may be referred to herein as the “parties” and each of whom may be referred to herein as a “party.”

RECITALS

WHEREAS, Assignor has simultaneously herewith conveyed to the Assignee all of Assignor’s right, title and interest in and to the real property legally described on Exhibit A attached hereto (the “Real Property”), and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to any Documents or Plans and other documents and intangibles relevant to the Real Property (collectively, “Other Assets”), pursuant to that certain Real Estate Purchase Agreement dated as of February 26, 2018 by and between Assignor and Trident Development, LLC, a Minnesota limited liability company, as buyer, and as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Assignee pursuant to that certain Assignment and Assumption of Purchase Agreement of even date herewith (collectively the “Purchase Agreement”). All capitalized terms used in this Assignment, but not defined herein, will be deemed to have the respective meanings set forth in the Purchase Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Other Assets. Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the Other Assets pursuant to the terms and conditions of this Assignment.

2. Assignor agrees that it will, upon request from Assignee, at any time from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers, conveyances and assurances deemed by Assignee, its successors and assigns, to be necessary or proper to better effect the sale, assignment, transfer, conveyance and delivery of ownership of the Other Assets to Assignee.

3. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns and legal representatives.

4. This Assignment shall be governed by the laws of the State of Minnesota without regard to its conflict of law principles.

5. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all such counterparts taken together shall constitute one and the same instrument. Facsimile or email (PDF format) signatures shall be deemed and treated as originals.

[This space intentionally left blank; signature page follows.]

[Signature Page to General Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment as of the date first above written.

ASSIGNOR:
**INDEPENDENT SCHOOL DISTRICT
NO. 720,**
an independent school district organized
under the laws of the State of Minnesota

By: _____
Reggie Bowerman
Its: School Board Chairperson

By: _____
Angela Tucker
Its: School Board Clerk

[Signature Page to General Assignment]

ASSIGNEE:

TRIDENT – SHAKOPEE WEST, LLC,
a Minnesota limited liability company

By: Jeffrey Drown
Its: President

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Outlot A, Jackson Elementary School, Scott County, Minnesota.

Affidavit Terminating Temporary Easement Agreement

State of Minnesota)
) ss.
County of Scott)

After being duly sworn and under oath the affiant states as follows:

1. The undersigned, Reggie Bowerman, is the Chairperson, and Angela Tucker, is Clerk, of the School Board of Shakopee Public Schools, Independent School District No. 720 (“District”).

2. There is a Temporary easement for open space purposes in favor of Countryside II Homeowners Association, as contained in the Easement Agreement dated December 28, 2005, recorded December 29, 2005, as Document No. A725329; partially assigned by Partial Assignment dated November 26, 2008, recorded December 2, 2008, as Document No. A813227, by and between Tollefson Development, Inc. Assignor, and Independent School District No. 720, Assignee.

3. As a result, the District holds the right in this easement.

4. Since the time of the original easement was made, Outlots C, D, E, Countryside, Scott County, Minnesota were replatted into what is now Jackson Elementary School, by Plat recorded as Document No. A850839.

5. Pursuant to paragraph 1 of the Easement Agreement dated December 28, 2005, recorded December 29, 2005, as Document No. A725329 as assigned to the District by Partial Assignment dated November 26, 2008, recorded December 2, 2008, as Document No.

A813227, by and between Tollefson Development, Inc. Assignor, and Independent School District No. 720, Assignee, the District hereby declares and gives record notice that the temporary easement referenced above is terminated by expiration of the easement under the terms of the Easement Agreement as a result of the replatting of the underlying property.

INDEPENDENT SCHOOL DISTRICT NO. 720,

an independent school district organized under the laws of the State of Minnesota

By: _____
Reggie Bowerman
Its: School Board Chairperson

By: _____
Angela Tucker
Its: School Board Clerk

Signed and sworn to before me on _____, by Reggie Bowerman, as Chairperson, and Angela Tucker, as Clerk, of the School Board of Independent School District No. 720.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
James P. Conway, Esq.
Jaspers, Moriarty & Wetherille, P.A.
206 Scott Street
Shakopee, MN 55379
P: 952-445-2817

BRING-DOWN CERTIFICATE

THIS BRING-DOWN CERTIFICATE is made and executed effective as of December _____, 2019 (“**Closing Date**”), by INDEPENDENT SCHOOL DISTRICT NO. 720, an independent school district organized under the laws of Minnesota (“**Seller**”) in favor of TRIDENT – SHAKOPEE WEST, LLC, a Minnesota limited liability company (“**Buyer**”).

Seller and Trident Development, LLC, a Minnesota limited liability company, as buyer, are parties to that certain Real Estate Purchase Agreement dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement of even date herewith, (collectively “**Purchase Agreement**”) for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.

Pursuant to Subsection 6(A)(v) of the Purchase Agreement, Seller hereby certifies to Buyer that all the representations and warranties made by Seller in Section 3 of the Purchase Agreement are true and correct as of the date of this Certificate, provided however, that Seller acknowledges presently being involved in a legal action entitled *Beverly Doherty v. Independent School District No. 720*, court file no. 70-CV-19-19256, which concerns a parcel of real property none of which is encompassed by Outlot A, Jackson Elementary School, Scott County, Minnesota.

**INDEPENDENT SCHOOL DISTRICT
NO. 720,**

an independent school district organized
under the laws of the State of Minnesota

By: _____
Reggie Bowerman
Its: School Board Chairperson

By: _____
Angela Tucker
Its: School Board Clerk

(Top 3 inches reserved for recording data)

WARRANTY DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: \$

DATE: _____

FOR VALUABLE CONSIDERATION, **Independent School District No. 720**, an independent school district established under the laws of **Minnesota** (“Grantor”), hereby conveys and warrants to **Trident-Shakopee West, LLC**, a limited liability company under the laws of **Minnesota** (“Grantee”), real property in **Scott** County, Minnesota, legally described as follows:

Outlot A, Jackson Elementary School, Scott County, Minnesota

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Easements, encumbrances, restrictions and reservations of record, if any.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Independent School District No. 720

By: _____

Reggie Bowerman

Its: **School Board Chairperson**

By: _____

Angela Tucker

Its: **School Board Clerk**

State of Minnesota, County of **Scott**

This instrument was acknowledged before me on _____, by **Reggie Bowerman** as **School Board Chairperson** and by **Angela Tucker** as **School Board Clerk** of **Independent School District No. 720**

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

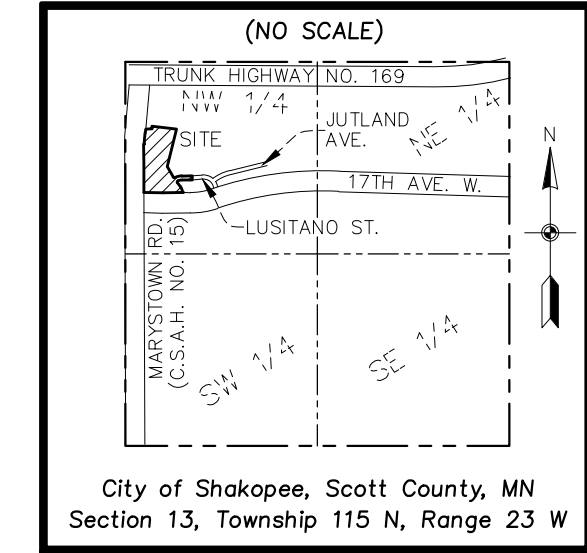
THIS INSTRUMENT WAS DRAFTED BY:
James P. Conway, Esq.
Jaspers, Moriarty & Wetherille, P.A.
206 Scott Street
Shakopee, MN 55379

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Trident-Shakopee West, LLC
Attn: Roger Fink
3601 - 18th Street South, Suite 103
St. Cloud, MN 56301

ALTA/NSPS LAND TITLE SURVEY

TRIDENT-SHAKOPEE WEST, LLC

VICINITY MAP

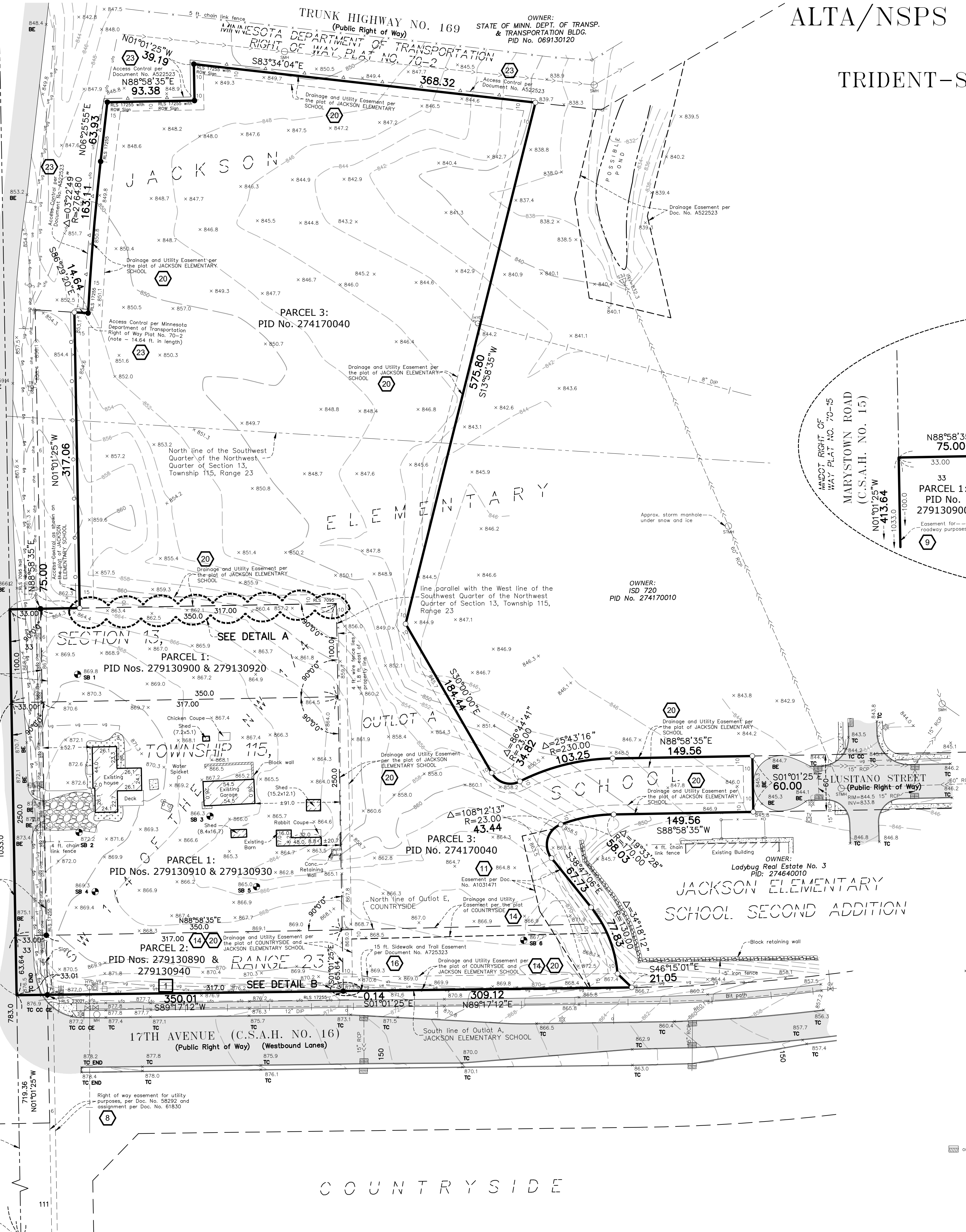
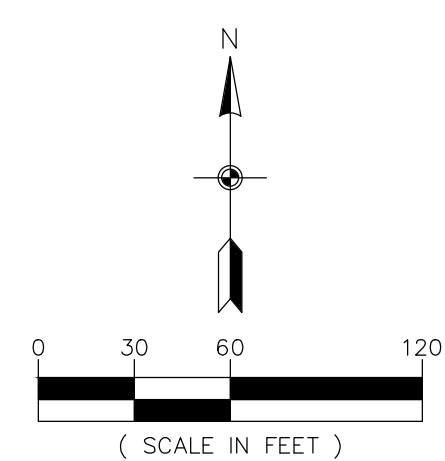


MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 70-15

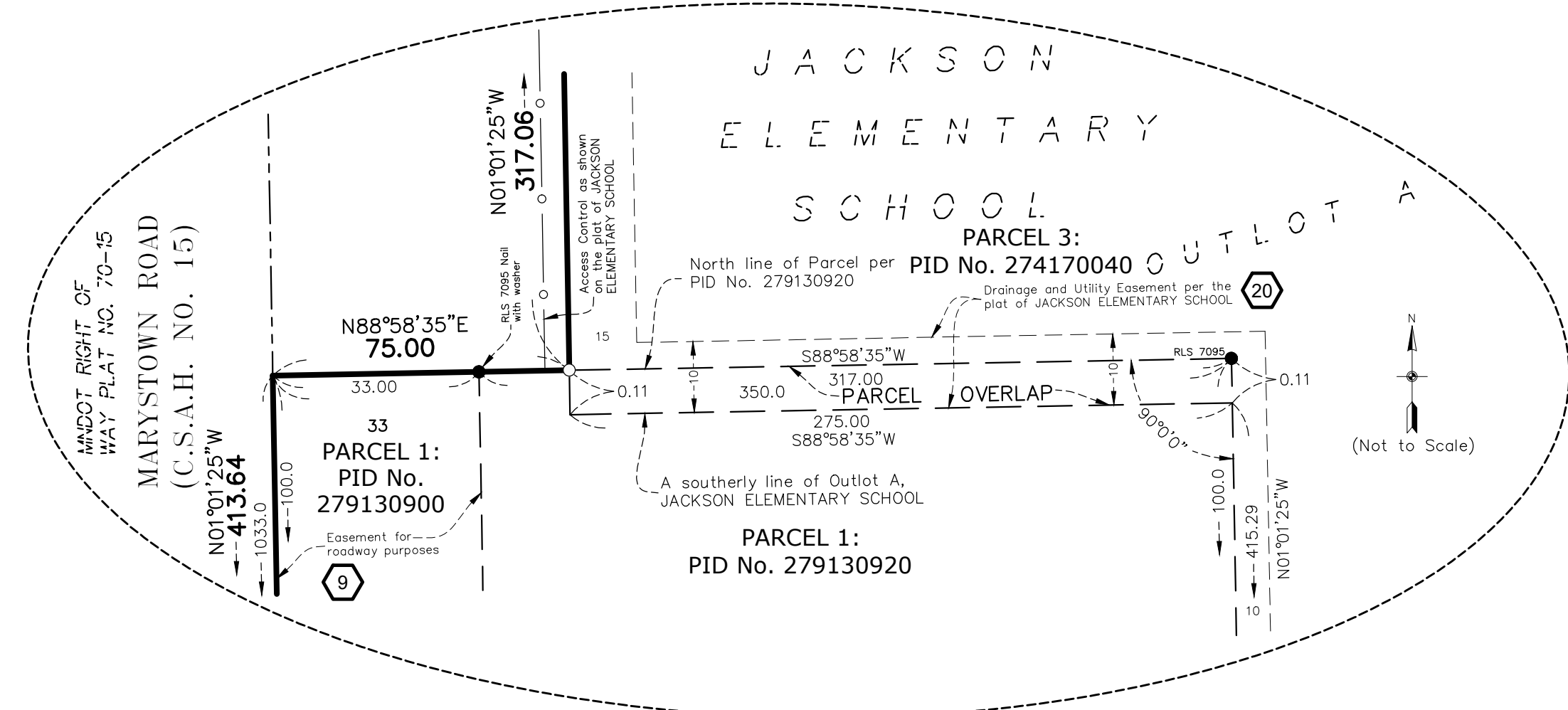
MARYSTOWN ROAD (C.S.A.H. NO. 15)
(Public Right of Way)
(Northbound Lanes)

West line of the Southwest Quarter of Section 13, Township 115, Range 23

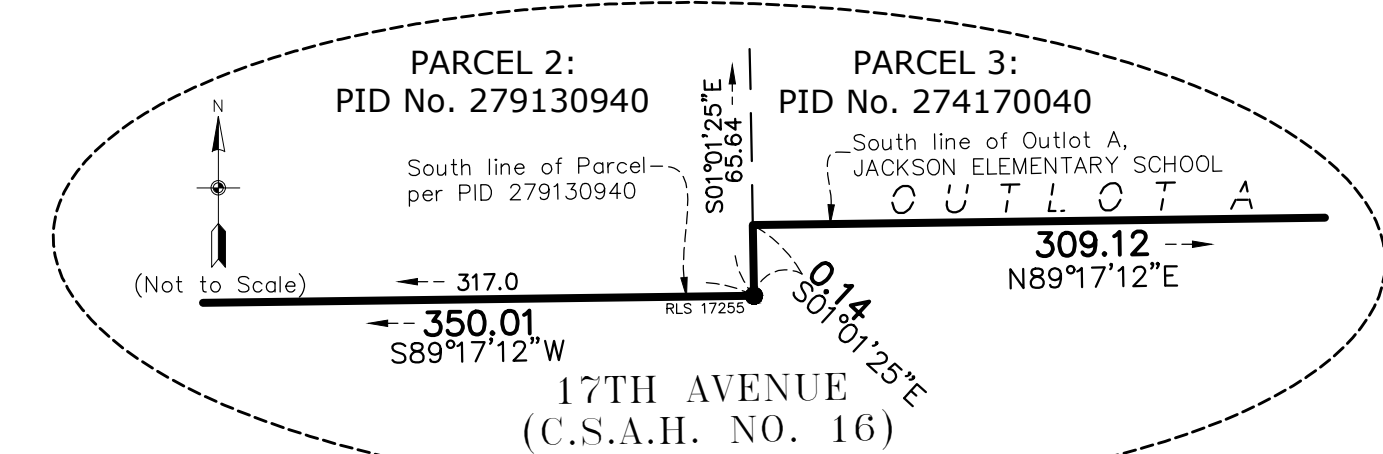
Southwest corner of the Northwest Quarter of Section 13, Township 115, Range 23



DETAIL A



DETAIL B



LEGEND

- - Denotes Scott County Section Monument
- - Denotes Found Iron Monument
- - Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- ⊙ - Denotes Light Pole
- ⊕ - Denotes Sanitary Manhole
- ⊞ - Denotes Miscellaneous Sign
- ⊞.000.0 - Denotes Existing Spot Elevation
- ⊞ - Denotes Television Box
- ⊞ - Denotes Gas Meter
- ⊞ - Denotes Hand Hole
- ⊞ - Denotes Soil Boring, by others
- ⊞ - Denotes Electric Box
- ⊞ - Denotes Cleanout
- ⊞ - Denotes Telephone Box
- ⊞ - Denotes Electric Transformer
- ⊞ - Denotes Misc. Manhole
- ⊞ - Denotes Mail Box
- ⊞ - Denotes Fire Hydrant
- ⊞ - Denotes Gate Valve
- ⊞ - Denotes Catch Basin
- ⊞ - Denotes Guy Wire
- ⊞ - Denotes Utility Pole
- ⊞ - Denotes Flared End Section
- ⊞ - Denotes Storm Manhole
- - Denotes Overhead Electric
- - Denotes Underground Electric
- - Denotes Underground Television
- - Denotes Underground Fiber Optics
- - Denotes Watermain
- - Denotes Sanitary Sewer
- - Denotes Storm Sewer
- - Denotes Underground Gas
- - Denotes No Access Permitted to Trunk Highway No. 169 or C.S.A.H. No. 15 per Quit Claim Deed per Doc. No. A522523
- - Denotes No Access Permitted to C.S.A.H. No. 15, as shown on the plat of JACKSON ELEMENTARY SCHOOL
- - Denotes Access Control per Minnesota Department of Transportation Right of Way Plat No. 70-2
- - Denotes Existing Fence as noted
- - Denotes Gravel Surface
- - Denotes Landscape Area
- - Denotes Concrete Surface
- - Denotes Bituminous Surface
- - Denotes Existing 2 Ft. Contour
- - Denotes Existing 10 Ft. Contour

ALTA/NSPS LAND TITLE SURVEY

ISD NO. 720 PROPERTY & IRENE POWERS AND GREGORY POWERS PROPERTIES
Shakopee, Minnesota

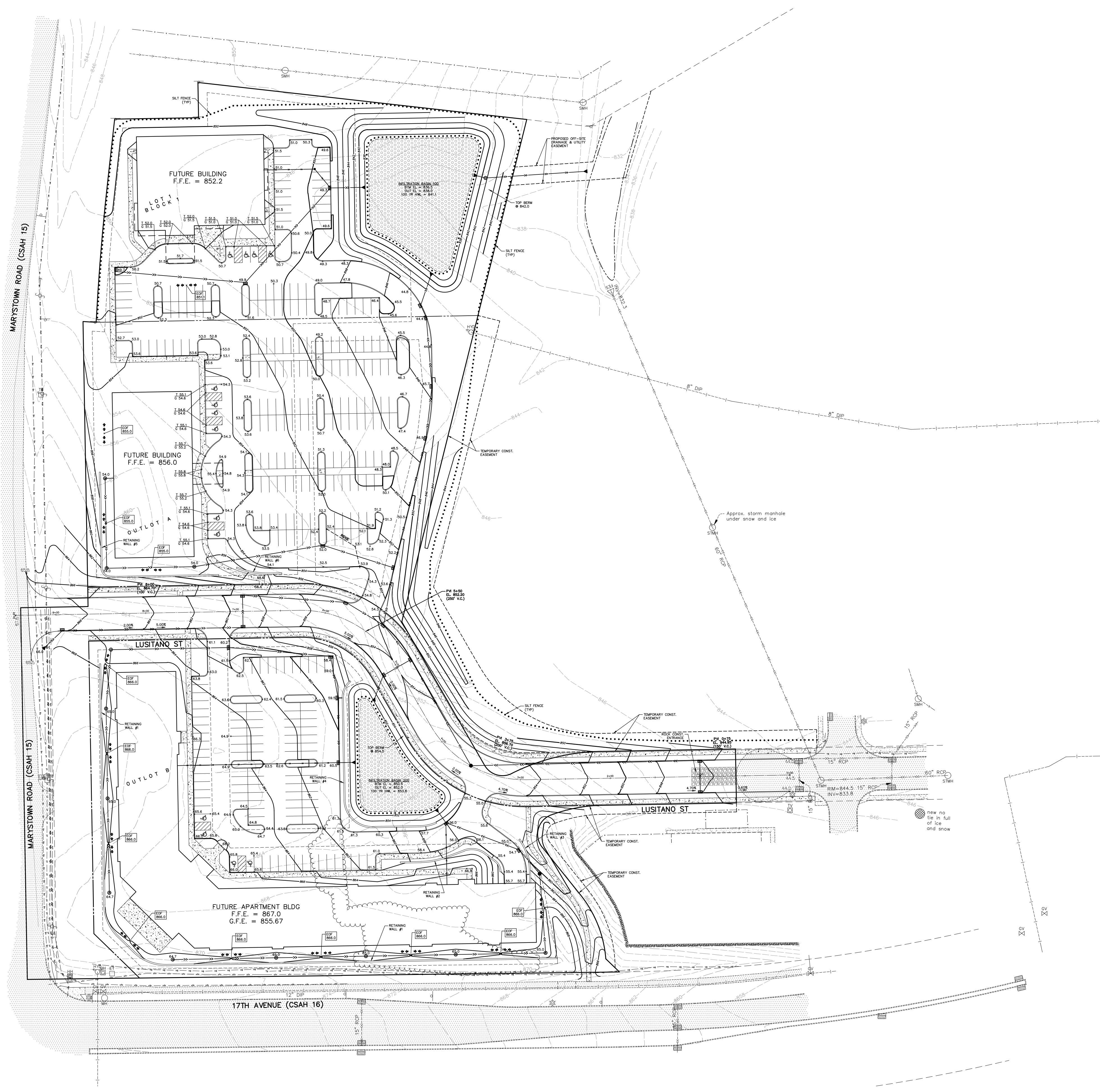
TRIDENT-SHAKOPEE WEST, LLC
3601 - 18th Street South
St. Cloud, MN 56301

REVISIONS

1.	Consolidated Commitment - 12/17/19
2.	
3.	
4.	
5.	
6.	

REVIEW COPY

Carlson & McCain
ENVIRONMENTAL-ENGINEERING-SURVEYING
3890 Pleasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959



LEGEND

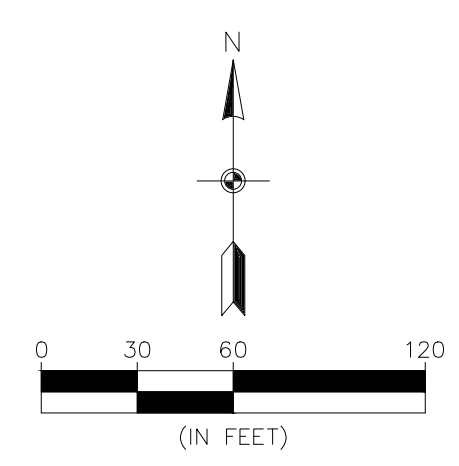
	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS PAVEMENT	---	---
CONCRETE WALK	---	---
SANITARY SEWER	---	---
WATER MAIN	---	---
STORM SEWER	---	---
UNDERGROUND GAS	---	---
UNDERGROUND ELECTRIC	---	---
UNDERGROUND TELEVISION	---	---
UNDERGROUND FIBER OPTIC	---	---
OVERHEAD ELECTRIC	---	---
MANHOLE	○	○
HYDRANT	○	○
GATE VALVE	○	○
UTILITY POLE	○	○
GUY WIRE	---	---
ELECTRIC TRANSFORMER	□	□
TELEPHONE BOX	□	□
TELEVISION BOX	□	□
HAND HOLE	○	○
LIGHT POLE	○	○
SIGN	○	○
FENCE LINE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)	---	---
TOP OF CURB ELEV.	T 44.3	T 44.3
GUTTER LINE ELEV.	G 43.8	G 43.8
EMERGENCY OVERFLOW	○	○
SILT FENCE	---	---

GOVERNING SPECIFICATIONS

1. ALL WORK SHALL CONFORM TO THE CITY OF SHAKOPEE STANDARD SPECIFICATIONS. WHERE SAID SPECIFICATIONS DOES NOT COVER THE PROPOSED WORK, THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATION SHALL APPLY.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).

GRADING NOTES

1. SILT FENCE AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND PAVEMENTS PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEED OR LANDSCAPED.
4. TURF ESTABLISHMENT SHALL BEGIN AS SOON AS POSSIBLE BUT IN NO CASE LATER THAN 7 DAYS AFTER GRADING COMPLETION.
5. ALL SLOPES 3:1 OR STEEPER SHALL HAVE MNDOT CAT.1 EROSION CONTROL BLANKET AND SEED, OR APPROVED EQUAL.



BENCHMARKS

1. MINNESOTA DEPARTMENT OF TRANSPORTATION GEODETIC MONUMENT
 CS1D STATION NO. 10087, MNDOT NAME
 OFEE AS PUBLISHED IN 2016.
 ELEVATION = 828.66 (NAVD 88)



**Carlson
McCain**
 ENVIRONMENTAL ENGINEERING - SURVEYING
 3890 Pheasant Ridge Dr. NE #100, Blaine, MN
 Phone: 763-489-7900 Fax: 763-489-7959

**GRADING, DRAINAGE, &
EROSION CONTROL PLAN**

POWERS FIRST ADDITION
 Shakopee, Minnesota

TRIDENT - SHAKOPEE WEST, LLC
 3601 18th Street South, Suite 103
 St. Cloud, MN 56301

REVISIONS

1. 11/06/19 DRC Review Comments

DRAWN BY: JTR
 DESIGNED BY: JTR
 ISSUE DATE: 10/25/19

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Joseph T. Radach, P.E.
 Signature: *Joe T. Radach*
 Date: 10/25/19 License #: 45889

Minutes of School Board Special Business Meeting

School Board

Shakopee Public Schools, Independent School District No. 720

December 23, 2019

A School Board Special Meeting of the School Board of Shakopee Public Schools, Independent School District No. 720, was held December 23, 2019, beginning at ____AM in the District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL – CHAIR BOWERMAN

Present: Bowerman, Tomczik, Tucker, Aldrich, McKeand, Peterson, Christiansen

Absent: none.

2. CONSIDERATION OF AGENDA AS PRESENTED

____ / _____ moved to approve the agenda as presented; motion passed unanimously.

3. ACTION REGARDING SALE OF PROPERTY

____ / _____ moved THEREFORE BE IT RESOLVED that the Chairperson, Reggie Bowerman, and the Clerk, Angela Tucker, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, (“the Property”) pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer’s title commitment;
- b. All documents required to satisfy Seller’s obligations under a Purchase Agreement between the District and the Buyer dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District’s collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;
- f. Bring Down Certificate;
- g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of the Property and burdening the District’s property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer’s access

- to a water main line which will service both properties;
- h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;
 - j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

;motion passed unanimously

4. ADJOURNMENT FROM SCHOOL BOARD SPECIAL BUSINESS MEETING

At _____ PM, _____ / _____ moved to adjourn the school board special business meeting as presented; motion passed unanimously.

