

INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, MN

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 25, 2018

SUBJECT: Temporary Easement Agreement with the City  
of Bloomington - France Avenue Trail

ORIGINATING DEPARTMENT: Business Office

APPROVAL OF ADMINISTRATIVE  
CABINET MEMBER: Rod Zivkovich, Executive Director of Finance  
and Support Services

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the temporary easement agreement at Jefferson High School with the City of Bloomington.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve.



**DETAILED BACKGROUND:**

Approval is required for the City of Bloomington to conduct a temporary easement for construction purposes at Jefferson High School. The property is identified as France Avenue Trail, Bloomington, MN, Parcel No. 5. The temporary construction easement valuation has been received from a Right of Way Specialist working with the City of Bloomington. The value calculation is listed as \$2,300 payable to the District.

The temporary easement agreement has been reviewed by our District attorney.



**MEMORANDUM OF AGREEMENT**

FRANCE AVENUE TRAIL PROJECT

Parcel No: 5  
Fee Owners: Independent School District No. 271

On this 25th day of June, 2018, Independent School District No. 271, a Minnesota body politic and corporate, Owners of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance to the aforesaid real estate to the City of Bloomington.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owners have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owners understand that the acquired property is for use in connection with the construction of the France Avenue Trail Project.
2. The Owners understand and acknowledge that SRF's representatives have no direct, indirect, present or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Bloomington shall pay the Owners the sum of \$ 2,300. for land and damages. Owners understand that payment by the City of Bloomington must await approval of title and processing of a voucher.
4. Additionally:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties.

Owner(s)  
Independent School District No. 271

City of Bloomington

By: Dawn Steigant

By: \_\_\_\_\_

Its: Board Chair

Its: \_\_\_\_\_



## EXHIBIT A

A temporary easement for construction purposes over, under, across and through part of the following described property:

That part of the East Half of the Northeast Quarter of Section 19, Township 27, Range 24, Hennepin County, Minnesota described as follows:

Beginning at a point on the north line of said East Half of the Northeast Quarter distant 445.5 feet East of the northwest corner thereof; thence South parallel to the west line of said subdivision 511.5 feet; thence West parallel to the north line thereof 445.5 feet to the west line of said East Half of the Northeast Quarter; thence South along said line 1138.5 feet, more or less, to the south line of the North Quarter of the Southeast Quarter of the Northeast Quarter of said Section; thence East along said line 1320 feet, more or less, to the east line of said subdivision; thence North along said line 1650 feet; more or less, to the northeast corner of said Section; thence West along the north line thereof to the place of beginning.

Except that part thereof described as follows:

Beginning at the southwest corner of the North Quarter of the Southeast Quarter of the Northeast Quarter of said Section 19; thence on an assumed bearing of North 00 degrees 00 minutes 52 seconds West along the west line of said East Half of the Northeast Quarter a distance of 232.46 feet to the southerly right-of-way line of Heritage Hills Drive; thence southeasterly along said right-of-way a distance of 60.52 feet along a curve that is not tangent to the last described line, said curve is concave to the southwest and has a radius of 94.62 feet and a central angle of 36 degrees 38 minutes 56 seconds (the chord of said curve bears South 58 degrees 27 minutes 09 seconds East); thence continuing along the said right-of-way on a bearing of South 40 degrees 07 minutes 41 seconds East a distance of 162.07 feet; thence southeasterly 127.83 feet along a tangent curve concave to the northeast and has a radius of 290.44 feet and a central angle 24 degrees 13 minutes 51 seconds to the south line of said North Quarter of the Southeast Quarter of the Northeast Quarter; thence South 89 degrees 22 minutes 19 seconds West along said south line 251.50 feet to the point of beginning.

Said temporary easement being the West 15.00 feet of the East 75.00 feet of the South 70.00 feet of the North 1075.50 feet of said Northeast Quarter.

Together with a temporary easement for construction purposes over, under, across and through that part of the West 35.00 feet of the East 95.00 feet of the South 235.00 feet of the North 395.00 feet of said Northeast Quarter lying southwesterly of a curve concave to the southwest having a radius of 140.00 feet. The south line of the North 60.00 feet of said Northeast Quarter and the west line of the East 60.00 feet of said Northeast Quarter are tangent to said curve.

Together with a temporary easement for construction purposes over, under, across and through that part of the West 20.00 feet of the East 80.00 feet of the South 30.00 feet of the North 160.00 feet of said Northeast Quarter lying southwesterly of a curve concave to the southwest having a radius of 140.00 feet. The south line of the North 60.00 feet of said Northeast Quarter and the west line of the East 60.00 feet of said Northeast Quarter are tangent to said curve.

Together with a temporary easement for construction purposes over, under, across and through that part of the West 60.00 feet of the East 120.00 feet of the South 70.00 feet of the North 130.00 feet of said Northeast Quarter lying southwesterly of a curve concave to the southwest having a radius of 140.00 feet. The south line of the North 60.00 feet of said Northeast Quarter and the west line of the East 60.00 feet of said Northeast Quarter are tangent to said curve.



SRF No. 10639.0290

**PAYMENT AUTHORIZATION**  
**The City of Bloomington**  
**FRANCE AVENUE TRAIL PROJECT**

Parcel: 5  
Owner(s): Independent School District No. 271  
Mortgagee: \_\_\_\_\_  
\_\_\_\_\_

Amount of Payment: \$ \_\_\_\_\_

Payable/Mail to: Independent School District 271  
1350 W. 106<sup>th</sup> St.  
Bloomington, MN 55431

Approved by Owner(s)

\_\_\_\_\_  
Independent School District No. 271  
Dawn Steigant, Board Chair  
Date: 6/25/18

Owner(s) Social Security No./TIN: 41-6001463

Approved by SRF Consulting Group, Inc.

\_\_\_\_\_  
Nicole Woods  
Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

PARCEL 5

OWNER: INDEPENDENT SCHOOL DISTRICT No. 271

4001 102<sup>ND</sup> STREET WEST

P.I.N. 19-027-24-11-0014

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## EXHIBIT A

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## Appraisal Receipt and Disclosure

Project Name: France Avenue Trail Project

County: Hennepin

Property Address: 4001 102nd Street West, Bloomington, MN

Parcel No: 5

Owner(s): Independent School District No. 271

Minnesota law requires that governmental agencies acquiring property for public highways and other purposes provide the affected property owner with a formal offer to purchase the necessary rights, a description of the basis for the valuation used by the Agency and a copy of the Agency's appraisal(s) of just compensation. Accordingly, enclosed is a copy of the appraisal(s) for the above property prepared by DKJ Appraisal, LLC, dated April 19, 2018.

Minnesota law also provides that the owner of the affected property may acquire his/her own independent appraisal for the proposed acquisition and that the governmental agency must reimburse for reasonable costs of the appraisal fee incurred by the owner up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisition, and up to a maximum of \$5,000 for other types of property. In order to be entitled to reimbursement, the owner must comply with the following:

1. The owner's appraisal must be prepared by a qualified appraiser who is licensed under Minnesota appraisal licensing laws.
2. Payment for the appraisal will be reimbursed within 30 days after receiving a copy of the appraisal and the paid receipt from the appraiser. (Upon agreement between the acquiring authority and the owner, the acquiring authority may pay the reimbursement directly to the appraiser.)

If you choose to obtain your own appraisal, we would request that the appraiser be instructed to provide you with two copies of his/her appraisal report.

Please feel free to contact the undersigned agent with any questions you might have. Thank you for your cooperation.

Appraisal received this 25<sup>th</sup> day of June, 2018

Owner(s):  
Independent School District No. 271

SRF Consulting Group Inc.

By: Dawn Steigant

Contact: Nicole Woods  
Address: One Carlson Pkwy N., Suite 150  
Minneapolis, MN 55447

Its: Board Chair

Phone: 763-452-4818





June 6, 2018

Independent School District No. 271  
Attn: Michael Oxborough  
1350 106th Street West  
Bloomington, MN 55431

SRF No. 10639.0290

SUBJECT: OFFER TO PURCHASE  
FRANCE AVENUE TRAIL  
PROPERTY ADDRESS: 4001 102ND STREET WEST, BLOOMINGTON, MN  
PARCEL NO.: 5

Dear Michael:

As you may be aware, The City of Bloomington is acquiring an easement for the above referenced project. This letter constitutes the City's formal offer for the purchase of the necessary land rights. The City of Bloomington hereby offers all parties who may have an interest in the real estate to be acquired the sum of **\$2,300.00**, which has been determined to be just compensation for such property and rights based upon the fair market value of the property. Attached to this letter is a *Value Calculation* setting out the basis for this determination.

This offer is made pursuant to the Market Value Appraisal procedures provided for under Minnesota law. The City of Bloomington previously, or with this offer, has provided you with a copy of "*Acquisition Information for Property Owners*" brochure.

You will have a reasonable length of time to consider the offer. To aid in your decision you may wish to secure your own appraisal. Minnesota law provides reimbursement in an amount not to exceed \$5,000.00 for the actual costs of an appraisal of property acquired by direct purchase.

If you accept the offer, the parcel will be acquired by direct purchase and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that the "*Acquisition Information for Property Owners*" brochure has been received by you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer.

On behalf of The City of Bloomington, we wish to thank you for your cooperation and assistance and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,

SRF CONSULTING GROUP, INC.

*Nicole Woods*

Nicole Woods  
Senior Right of Way Specialist

Attachments

**ACKNOWLEDGMENT OF RECEIPT OF OFFER**

I CERTIFY THAT on 25<sup>th</sup> day of June, 20 18, this *Offer to Purchase* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Owner(s)  
Independent School District No. 271

By: Dawn Steigauf

Its: Board Chair



SRF No. 10639.0290

**VALUE CALCULATION**  
THE CITY OF BLOOMINGTON  
FRANCE AVENUE TRAIL PROJECT

Parcel No.: 5  
Fee Owners: Independent School District No. 271

Legal Description of property to be acquired:

See Attached Exhibit A

**ACQUISITION INFORMATION**

Temporary Construction Easement: 10,461 square feet

**VALUATION**

Land Value Before Taking	= \$4,916,000.00
Land Value After Taking	= <u>\$4,916,000.00</u>
Indicated Damages	= \$ 0.00
Plus: Temporary Easement	= <u>\$ 2,300.00</u>
<b>TOTAL</b>	<b>= \$ 2,300.00</b>

**OPTIONAL TEMPORARY EASEMENT**

6 months = \$ 1,600.00