

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LAURA QUALEY, ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: OLMSTED MEDICAL CENTER EASEMENT ACCESS

DATE: MARCH 16, 2021

BACKGROUND

The EDA owns PID 52.510.0171 (Exhibit A) which is the access easement to Olmsted Medical Center located 1705 MN-20. OMC is requesting easement access and utility access over a portion of the EDA property in order to benefit OMC. The clinic was recently sold by Karl Molenaar to Olmsted Medical Center in Rochester. The Easement Agreement is included in your packet to review.

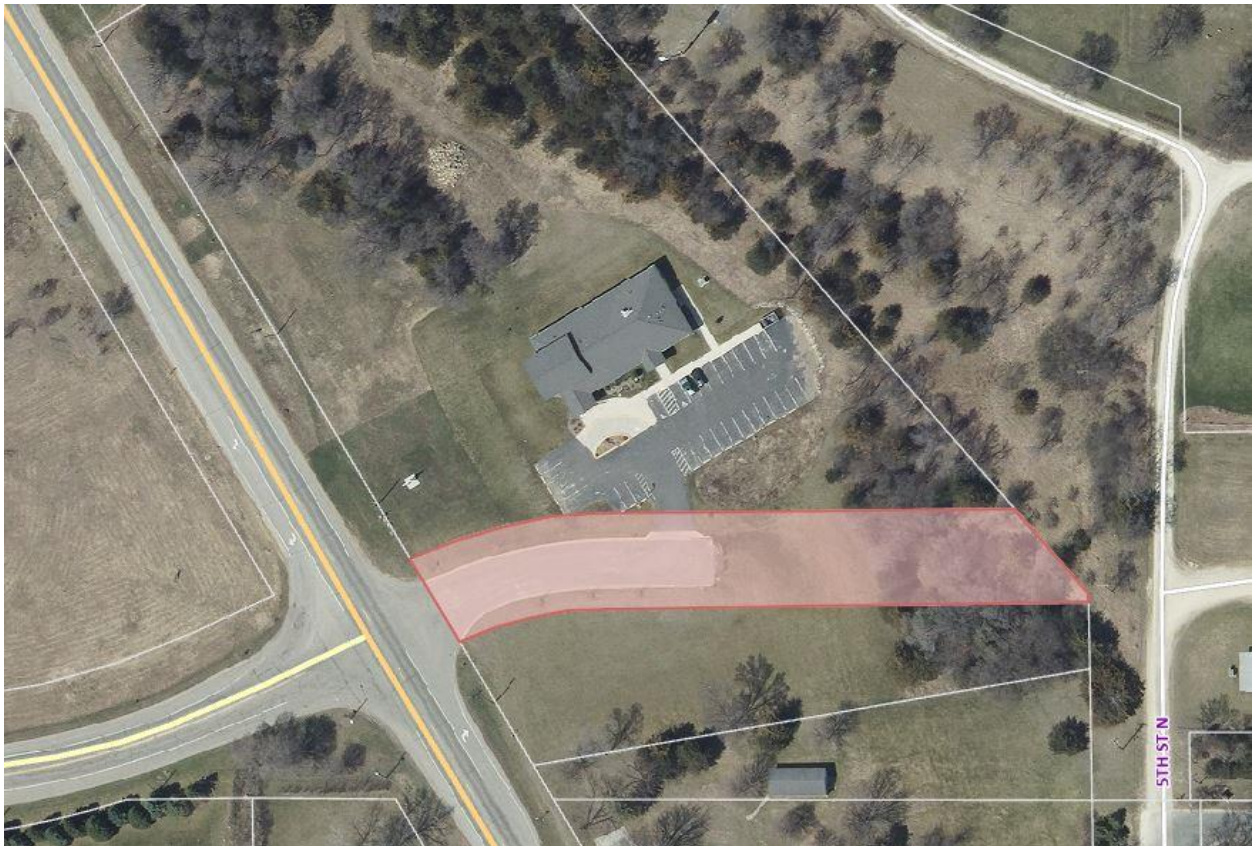
Staff Recommendation:

The EDA Board approved granting access across the aforementioned property to Olmsted Medical Center to conduct business.

Requested City Council Action:

The EDA is respectfully requesting a motion to approve Easement Access to Olmsted Medical Center.

EXHIBIT A
EDA/Olmsted Medical Easement Access



EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2021 by and between **CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY**, a public corporation (“**Grantor**”) and **OLMSTED MEDICAL CENTER**, a Minnesota non-profit corporation (“**Grantee**”) together (“**Parties**”).

A. Grantor is the owner of that certain real property legally described on attached Exhibit ”A” (the “**EDA Property**”).

B. Grantee is the owner of that certain real property legally described on attached Exhibit ”B” (the “**OMC Property**”), lying north of and adjacent to the EDA Property.

D. Grantor desires to grant to Grantee certain easements over a portion of the Grantor Property for access and utility purposes to benefit the OMC Property, all as more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. Grant of Easements.

a. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, for the benefit of the OMC Property, a non-exclusive perpetual easement for vehicular ingress, egress and regress to and from State Highway No. 20 over that portion of the EDA Property described on the attached Exhibit ”C” and depicted on the attached Exhibit C-1 (the “**Access Easement**”).

b. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, for the benefit of the OMC Property, ~~(i)~~ a non-exclusive perpetual easement for utility lines currently existing and serving OMC Property over that portion of the EDA Property described on the attached Exhibit ”C” and depicted on the attached Exhibit C-1 (the “**Utility Easement**”).

c. The portion of the EDA Property on which the Access Easement and the Utility Easement are located shall be known as the “**Easement Area**”.

6. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Access Easements to or for the general public, it being the parties' intention that such easements be for the exclusive benefit of the parties hereto.

7. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

8. Condemnation. If any portion of the real property that is subject to an easement hereunder is taken by eminent domain, the award shall be deemed to belong solely to the owner of the real property so taken. The foregoing shall not be deemed to prohibit the other party hereto from pursuing its own award of damages from the condemning authority for the adverse effect such taking may have on such other party's parcel.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. Attorneys' Fees. In the event any legal action, arbitration or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach of this Agreement, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

11. Headings. The headings of the paragraphs in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provisions of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement.

[Signatures on following pages]

EXHIBIT B

LEGAL DESCRIPTION OF OMC PARCEL

THAT PART OF GOVERNMENT LOT 5 OF SECTION 7, IN TOWNSHIP 112 NORTH, RANGE 17 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF GOODHUE, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION, OF THE NORTH LINE OF SAID GOVERNMENT LOT 5 (FOR THE PURPOSES OF THIS DESCRIPTION BEARING OF SAID NORTH LINE IS ASSUMED TO BE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST) WITH THE EASTERLY RIGHT OF WAY LINE OF MINNESOTA TRUNK HIGHWAY 20; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE HIGHWAY 20 EASTERLY RIGHT OF WAY LINE, 271 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY STATE AID HIGHWAY 29 (FORMERLY CALLED MINNESOTA TRUNK HIGHWAY 52); THENCE SOUTH 30 DEGREES 41 MINUTES 14 SECONDS EAST, ALONG THE HIGHWAY 29 RIGHT OF WAY LINE FOR 508.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTH 30 DEGREES 48 MINUTES 50 SECONDS EAST 356.87 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 59 SECONDS EAST, 184.19 FEET; THENCE SOUTH 59 DEGREES 18 MINUTES 46 SECONDS WEST, 113.85 FEET; THENCE SOUTH 41 DEGREES 07 MINUTES 51 SECONDS EAST, 808.79 FEET TO A POINT, IN THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET IN THE CITY OF CANNON FALLS, MINNESOTA; THENCE SOUTHERLY, ALONG SAID NORTHERLY PROLONGATION OF WESTERLY LINE OF FIFTH STREET, TO A POINT IN THE SOUTH LINE OF SAID GOVERNMENT LOT 5; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT IN SAID NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY STATE AID HIGHWAY 29; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 29, TO SAID POINT OF BEGINNING.

EXCEPT THAT PART WHICH LIES NORTHWESTERLY OF THE DESCRIBED LINE:

COMMENCING AT THE MOST WESTERLY CORNER OF THE DESCRIBED PROPERTY; THENCE SOUTH 30 DEGREES 41 MINUTES 14 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF THE LINE TO THE DESCRIBED; THENCE NORTH 59 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 282.13 FEET TO THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY AND THENCE TERMINATING.

AND FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 5 (FOR PURPOSES OF THIS DESCRIPTION BEARING OF THE NORTH LINE IS ASSUMED TO BE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST) WITH THE EASTERLY RIGHT OF WAY LINE OF MINNESOTA TRUNK HIGHWAY 20; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID HIGHWAY 20 EASTERLY RIGHT OF WAY LINE, 271.00 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY STATE AID HIGHWAY 29 (FORMERLY CALLED MINNESOTA TRUNK HIGHWAY 52); THENCE SOUTH 30 DEGREES 41 MINUTES 14 SECONDS EAST, ALONG SAID HIGHWAY 29 RIGHT OF WAY LINE, 1201.59 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE NORTH 80 DEGREES 12 MINUTES 09 SECONDS EAST, 416.89 FEET TO A POINT IN THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET IN THE CITY OF CANNON FALLS, MINNESOTA; THENCE SOUTHERLY, ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET TO A POINT IN THE SOUTH LINE OF GOVERNMENT LOT 5; THENCE WESTERLY ALONG THE SOUTH LINE OF GOVERNMENT LOT 5 TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY

NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET 47.30 FEET TO THE INTERSECTION WITH A LINE THAT BEARS NORTH 80 DEGREES 12 MINUTES 09 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 12 MINUTES 09 SECONDS WEST 416.98 FEET TO THE POINT OF BEGINNING.

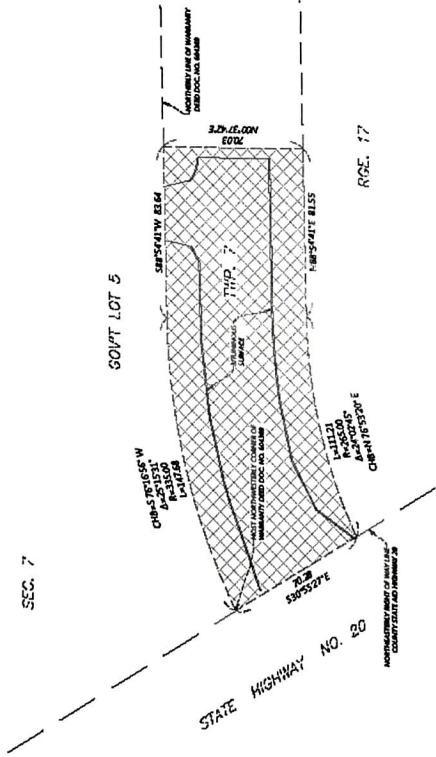
ABSTRACT PROPERTY

EXHIBIT C-1

DEPICTION OF EASEMENTS

© 2023 Westwood Professional Services, Inc.

Call or Email Steve Rapp
811 or 651.311.1000
www.westwoodps.com



EASEMENT DESCRIPTION

In order to access and utility purposes being over, under and across that part of Government Lot 5, Section 7, Township 112 N, Range 17 West of the 5th Principal Meridian in the County of Goodhue, State of Minnesota, described as follows:

Beginning at the southeast corner of the property described in Warranty Deed, recorded as Document Number 603469 in the County of Goodhue, Minnesota, thence South 30 degrees 55 minutes 27 seconds East, assumed bearing along the Northwesterly right of Way line of State Trunk Highway No. 20, a distance of 70.28 feet thence Eastern 113.21 feet along a non-tangent curve concave to the south, having a radius of 205.00 feet and a central angle of 24 degrees 02 minutes 41 seconds East, thence North 88 degrees 54 minutes 41 seconds West along said curve a distance of 81.55 feet thence North 00 degrees 42 seconds East, a distance of 71.05 feet to the northerly line of said EDL Property, thence South 88 degrees 54 minutes 41 seconds West along said northerly line, a distance of 83.69 feet thence Eastern 117.09 feet along said northerly line to a non-tangent curve concave to the south, having a radius of 355.00 feet and a central angle of 25 degrees 15 minutes 31 seconds, to the point of beginning.



DESIGNED	BY
CHECKED	DATE
DRAWN	DATE
FILED/PRINT	DATE
FIELD/REVISION	DATE

PREPARED FOR:
Olmsted Medical Center

Cannon Falls, MN

Westwood
 Professional Services, Inc.
 1000 Lake Street
 Cannon Falls, MN 55009
 Phone: 651.311.1000
 Fax: 651.311.1001
 www.westwoodps.com

Easement Sketch and Description

SHEET NUMBER

1 of 1

DATE 02-11-21

PROJECT NUMBER: 003020.00

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**CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2541

**A RESOLUTION RELATING TO ALLOW OLMSTED MEDICAL CENTER
EASEMENT ACCESS**

WHEREAS, Olmsted Medical Center (“OMC”) has been cooperating with the Economic Development Authority (“EDA”) to develop a plan that will grant them easement access across a portion of the EDA’s property; and

WHEREAS, OMC has requested access across a portion of EDA’s property located at Government Lot 5 of Section 7, in Township 112 North, Range 17 West of the Fifth Principal Meridian in the County of Goodhue, State of Minnesota (“The Property”); and

WHEREAS, the EDA has reviewed the terms of the Easement Agreement and recommends its approval by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CANNON FALLS, MINNESOTA that the “Easement Agreement” between Olmsted Medical Center and the Economic Development Authority will hereby enter into the agreement to allow access to the EDA property.

Adopted this 16th day of March, 2021.

BY: _____
John O. Althoff, Mayor

ATTEST: _____
Neil L. Jensen, City Administrator