
Area above reserved for recording purposes

**AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT AND
PERMANENT PUBLIC TRAIL RIGHT-OF-WAY EASEMENT**

This AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT PUBLIC TRAIL RIGHT-OF-WAY EASEMENT (this “Agreement”) is made as of the date of the full execution and acknowledgment of this Agreement by the parties hereto (the “Effective Date”), between CITY OF SHOREVIEW, a municipal corporation (“GRANTOR”), and Ramsey County, a political subdivision of the State of Minnesota (“GRANTEE”).

GRANTOR is the fee owner of that certain real property located at 318 Floral Drive, in the City of Shoreview, County of Ramsey, State of Minnesota (“Grantor’s Property”), which is legally described on **Exhibit A**, attached hereto and incorporated herein.

Grantors, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the exchange of covenants herein contained, hereby grant and convey to GRANTEE the following:

- A. A temporary construction easement over, across, on, under, and through that portion of the Grantors’ Property that is legally described on **Exhibit B-1** and depicted on **Exhibit B-2**, both attached hereto and incorporated herein (the “Easement Area”) (the “Temporary Construction Easement”), commencing upon the Effective Date and expiring one year following substantial completion of the Snail Lake Trail improvement project, together with the right of ingress to and egress from the Easement Area, for the following purposes:

1. Reconstructing a bituminous permanent trail (the “Trail”) as part of the Snail Lake Trail improvement project”; and
 2. Installing appropriate construction-related directional or trail-marking signage within the Easement Area, and on adjacent Grantee-owned property; and
- B. Commencing on the Effective Date, a perpetual easement over, across, on, under, and through the Easement Area, for the construction, maintenance, repair, replacement, reconstruction, and operation (including use by the general public) of the Trail for pedestrian, bicycle, maintenance, and other non-motorized use, over, under, and across the Easement Area (the “Permanent Easement”). Without limiting the foregoing, the foregoing grant conveys the permanent and perpetual right for Grantee to construct, maintain, operate, repair, replace, and reconstruct the Trail, and to permit the general public to use the Trail as part of the overall Snail Lake Regional Park trail system.

Except within the Easement Area, neither the Temporary Construction Easement nor the Permanent Easement are intended to, nor do they grant any public rights or duties with respect to Grantor’s Property. Grantee agrees to construct, operate, maintain, and repair or replace the Trail and the Easement Area.

All costs and expenses payable with respect to Grantee’s or its agents, contractors, servants, or the public’s use of the Easement Area, and with respect to the installation, construction, maintenance, and repair or replacement of the Trail, will be paid by the Grantee, its successors or assigns.

As further consideration for the grant of the easement interests pursuant to this Agreement, as applied to the Easement Area only, Grantee will indemnify, defend and hold harmless Grantors, and all future fee owners of Grantor’s Property, and such fee owner’s successors, assigns, mortgagees, tenants, licensees, and their respective successors and assigns, from and against any and all costs, liabilities, damages, expenses (including reasonable attorneys’ fees), arising out of the activities, actions or inactions of Grantee or its agents, contractors, or employees in all activities related to the construction of the Snail Lake Trail improvement project and ongoing maintenance thereof. Nothing in this Agreement shall

constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes or a waiver of any available immunities or defenses.

Grantor, for itself and its successors and assigns, does not make any representation or warranty as to the quality, condition, or status of the Easement Area and the Grantee accepts the Easement Area “as-is” and “with all faults.”

The obligations and rights under this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns owning the land subject to this Agreement from time to time and shall run with the land; provided however, that Grantee will not assign its rights under this Agreement (except to another governmental entity) without the prior written consent of Grantor, which consent will not be unreasonably withheld.

[Separate Signature Pages Follow]

Signature page to Temporary Construction Easement and Permanent Public Trail Right-of-Way Easement
(GRANTOR)

Printed Name: _____ *Signature Block*

Title: _____
(if applicable)
On behalf of: City of Shoreview _____
Signature

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by _____, the _____ of the City of Shoreview, a municipal corporation, on behalf of the City.

Notarial Stamp

NOTARY PUBLIC

Signature page to Temporary Construction Easement and Permanent Public Trail Right-of-Way Easement
(GRANTEE)

Printed Name: Rafael E. Ortega *Signature Block*

Title: Chair, Board of
(if applicable) Commissioners
On behalf of: Ramsey County

Rafael E. Ortega

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by Rafael E. Ortega, the Chair of the Board of Commissioners of Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf thereof.

Notarial Stamp

NOTARY PUBLIC

Printed Name: Jason Yang *Signature Block*

Title: Chief Clerk
(if applicable)
On behalf of: Ramsey County

Jason Yang

GRANTEE
STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by Jason Yang, Chief Clerk of Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf thereof.

Notarial Stamp

NOTARY PUBLIC

APPROVED AS TO FORM:

Kathleen Ritter, Assistant County Attorney

This document was drafted by:
RAMSEY COUNTY ATTORNEY'S OFFICE (KMR)
360 Wabasha Street N., Suite 100
Saint Paul, MN 55102-1416

EXHIBIT A

Legal Description of Grantor's Property

Lot 18, Block 1, WHITE OAKS PARK, according to the recorded plat thereof, Ramsey County, Minnesota.

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

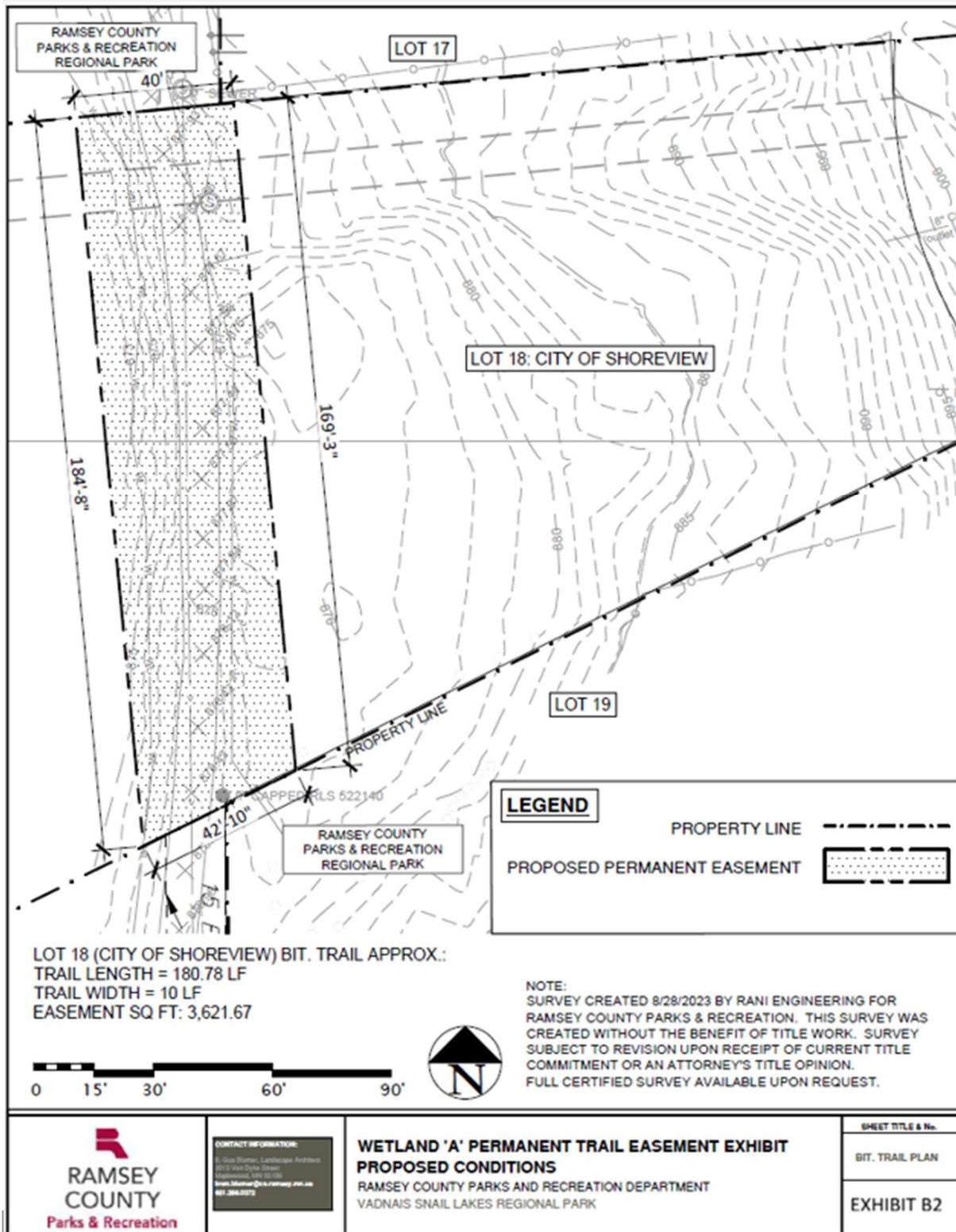
A 40.00 foot easement over, under and across Lot 18, Block 1, WHITE OAKS PARK, according to the recorded plat thereof, Ramsey County, Minnesota. The center line of said easement is described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 24, Township 30 North, Range 23 West, Ramsey County, Minnesota; thence South 00 degrees 28 minutes 47 seconds East, assumed bearing, along the west line of said Southeast Quarter, a distance of 1904.52 feet to the intersection with the southerly line of said Lot 18, Block 1, WHITE OAKS PARK; thence North 63 degrees 36 minutes 24 seconds East, along said southerly line of Lot 18, a distance of 172.98 feet to the point of beginning of said center line to be described; thence North 05 degrees 19 minutes 13 seconds West a distance of 176.70 feet to the northerly line of said Lot 18 and said center line there terminating.

The side lines of said 40.00 foot easement are to be prolonged or shortened to terminate at the northerly and southerly lines of said Lot 18.

EXHIBIT B-2

DEPICTION OF EASEMENT AREA



Area above reserved for recording purposes

**AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT AND
PERMANENT PUBLIC TRAIL RIGHT-OF-WAY EASEMENT**

This AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT PUBLIC TRAIL RIGHT-OF-WAY EASEMENT (this “Agreement”) is made as of the date of the full execution and acknowledgment of this Agreement by the parties hereto (the “Effective Date”), between CITY OF SHOREVIEW, a municipal corporation (“GRANTOR”), and Ramsey County, a political subdivision of the State of Minnesota (“GRANTEE”).

GRANTOR is the fee owner of that certain real property located at 358 Dennison Avenue, in the City of Shoreview, County of Ramsey, State of Minnesota (“Grantor’s Property”), which is legally described on Exhibit A, attached hereto and incorporated herein.

Grantors, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the exchange of covenants herein contained, hereby grant and convey to GRANTEE the following:

- A. A temporary construction easement over, across, on, under, and through that portion of the Grantors’ Property that is legally described on Exhibit B-1 and depicted on Exhibit B-2, both attached hereto and incorporated herein (the “Easement Area”) (the “Temporary Construction Easement”), commencing upon the Effective Date and expiring one year following substantial completion of the Snail Lake Trail improvement project, together with the right of ingress to and egress from the Easement Area, for the following purposes:

1. Reconstructing a bituminous permanent trail (the “Trail”) as part of the Snail Lake Trail improvement project; and
 2. Installing appropriate construction-related directional or trail-marking signage within the Easement Area, and on adjacent Grantee-owned property; and
- B. Commencing on the Effective Date, a perpetual easement over, across, on, under, and through the Easement Area, for the construction, maintenance, repair, replacement, reconstruction, and operation (including use by the general public) of the Trail for pedestrian, bicycle, maintenance, and other non-motorized use, over, under, and across the Easement Area (the “Permanent Easement”). Without limiting the foregoing, the foregoing grant conveys the permanent and perpetual right for Grantee to construct, maintain, operate, repair, replace, and reconstruct the Trail, and to permit the general public to use the Trail as part of the overall Snail Lake Regional Park trail system.

Except within the Easement Area, neither the Temporary Construction Easement nor the Permanent Easement are intended to, nor do they grant any public rights or duties with respect to Grantor’s Property. Grantee agrees to construct, operate, maintain, and repair or replace the Trail and the Easement Area.

All costs and expenses payable with respect to Grantee’s or its agents, contractors, servants, or the public’s use of the Easement Area, and with respect to the installation, construction, maintenance, and repair or replacement of the Trail, will be paid by the Grantee, its successors or assigns.

As further consideration for the grant of the easement interests pursuant to this Agreement, as applied to the Easement Area only, Grantee will indemnify, defend and hold harmless Grantors, and all future fee owners of Grantor’s Property, and such fee owner’s successors, assigns, mortgagees, tenants, licensees, and their respective successors and assigns, from and against any and all costs, liabilities, damages, expenses (including reasonable attorneys’ fees), arising out of the activities, actions or inactions of Grantee or its agents, contractors, or employees in all activities related to the construction of the Snail Lake Trail improvement project and ongoing maintenance thereof. Nothing in this Agreement shall

constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes or a waiver of any available immunities or defenses.

Grantor, for itself and its successors and assigns, does not make any representation or warranty as to the quality, condition, or status of the Easement Area and the Grantee accepts the Easement Area “as-is” and “with all faults.”

The obligations and rights under this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns owning the land subject to this Agreement from time to time and shall run with the land; provided however, that Grantee will not assign its rights under this Agreement (except to another governmental entity) without the prior written consent of Grantor, which consent will not be unreasonably withheld.

[Separate Signature Pages Follow]

Signature page to Temporary Construction Easement and Permanent Public Trail Right-of-Way Easement
(GRANTOR)

Printed Name: _____ *Signature Block*

Title: _____
(if applicable)
On behalf of: City of Shoreview _____
Signature

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by _____, the _____ of the City of Shoreview, a municipal corporation, on behalf of the City.

Notarial Stamp

NOTARY PUBLIC

Signature page to Temporary Construction Easement and Permanent Public Trail Right-of-Way Easement
(GRANTEE)

Printed Name: Rafael E. Ortega *Signature Block*

Title: Chair, Board of
(if applicable) Commissioners
On behalf of: Ramsey County

Rafael E. Ortega

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by Rafael E. Ortega, the Chair of the Board of Commissioners of Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf thereof.

Notarial Stamp

NOTARY PUBLIC

Printed Name: Jason Yang *Signature Block*

Title: Chief Clerk
(if applicable)
On behalf of: Ramsey County

Jason Yang

GRANTEE
STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me the ____ day of _____, 2026, by Jason Yang, Chief Clerk of Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf thereof.

Notarial Stamp

NOTARY PUBLIC

APPROVED AS TO FORM:

Kathleen Ritter, Assistant County Attorney

This document was drafted by:
RAMSEY COUNTY ATTORNEY'S OFFICE (KMR)
360 Wabasha Street N., Suite 100
Saint Paul, MN 55102-1416

EXHIBIT A

Legal Description of Grantor's Property

(Per COT No. 183063 & State Tax Forfeit Deed Doc. # 988609 – Torrens Property)

Lot 12, Block 3, WINDWARD HEIGHTS, according to the recorded plat thereof, Ramsey County, Minnesota.

TORRENS PROPERTY

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

A 40.00 foot easement over, under and across Lot 12, Block 3, WINDWARD HEIGHTS, according to the recorded plat thereof, Ramsey County, Minnesota. The center line of said easement is described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 24, Township 30 North, Range 23 West, Ramsey County, Minnesota; thence South 00 degrees 28 minutes 47 seconds East, assumed bearing, along the west line of said Southeast Quarter, a distance of 1084.86 feet to the intersection with the common lot line between Lots 10 and 12, Block 3, said WINDWARD HEIGHTS; thence North 72 degrees 48 minutes 26 seconds East, along said common lot line, a distance of 149.92 feet to the point of beginning of said center line to be described; thence North 43 degrees 26 minutes 33 seconds West a distance of 136.24 feet to the common lot line between Lots 12 and 13, said Block 3 and said center line there terminating.

The side lines of said 40.00 foot easement are to be prolonged or shortened to terminate at the said common lot lines described above.

TORRENS

EXHIBIT B-2

DEPICTION OF EASEMENT AREA

