

(Above space reserved for Recording Information)

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Easement”) is made by and between the County of Ramsey, a political subdivision of the State of Minnesota, (“Grantor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”) (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** (“Property”); and

WHEREAS, Grantee owns a permanent easement on Grantor’s Property for the operation and maintenance of regional sanitary sewer infrastructure; and

WHEREAS, Grantee is making improvements to its sewer infrastructure on the Property, which project is called the Siphon Rehabilitation for Spoon Lake (“Project”); and

WHEREAS, Grantee needs a temporary easement over, under and across portions of Grantor’s Property for the Project.

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement over, under and across that part of the Property legally described on the attached **Exhibit B** (the “Easement Area”) and depicted for reference on the attached **Exhibit C** for the Project.

2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired,
Project #819022-8151
Form ver. Feb 2022

Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

3. **Term of Easement.** The Easement shall commence on the August 1, 2025 and shall remain in full force and effect until December 31, 2026 unless otherwise extended in writing by the Parties.

4. **Restoration.** Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.

5. **Representation of Ownership.** Grantor represents that it is the lawful owner and is in lawful possession of the above described real estate and has the lawful right and authority to convey and grant the Easement.

6. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Ramsey County
2015 Van Dyke Street
Maplewood, MN 55109

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

7. **Termination, Amendment, or Release of Easement.** The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

8. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. **Waiver.** No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any

provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. **Governing Law.** This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. **Counterparts.** This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

f. **Severability.** The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. **No Presumption against Drafter.** This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. **Authority of Signatory.** Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

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EXHIBIT A

Legal Description of the Property

Commencing at a point on the South line of Section 9, Township 29, North of Range 22 West of the 4th Principal Meriden distant 780 feet East from the Southwest corner of said Section 9; running thence North 21 degrees 58 minutes East, 181.85 feet; thence North 2 degrees 19 minutes West, 124.6 feet; thence North 23 degrees 32 minutes West, 212.5 feet; thence North 25 degrees 9 minutes West, 319 feet; thence North 25 degrees 24 minutes West, 434.8 feet; thence North 42 degrees 16 minutes West, 186.9 feet; thence North 36° West, 172.13 feet; thence North 16 degrees 43 minutes West, a distance of 247 feet; thence West 71.42 feet to the East line of Arcade Street; thence North along the said East line of Arcade Street 875.5 feet more or less to the East and West Quarter line of said Section 9; thence East along the said Quarter line 683 feet; thence South 52 degrees 10 minutes East 1768.10 feet; thence on a curve to the right with a radius of 400 feet, 513.02 feet; thence South 21 degrees 24 minutes West 1165 feet to the South line of said Section 9; thence West along said South line of said Section 9, 1050.5 feet to the point of commencement.

EXHIBIT B

Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 30.04 feet to the point of beginning of the easement to be described; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet; thence South 78 degrees 39 minute 57 seconds West, a distance of 29.07 feet; thence South 73 degrees 09 minutes 09 seconds West, a distance of 229.06 feet; thence South 88 degrees 47 minutes 17 seconds West, a distance of 101.09 feet to said west line; thence North 00 degrees 14 minutes 47 seconds West along said west line, a distance of 36.23 feet; thence North 79 degrees 05 minutes 53 seconds East, a distance of 201.02 feet; thence North 76 degrees 08 minutes 49 seconds East, a distance of 21.91 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 96.16 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 31.00 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet to said point of beginning.

EXCEPT those parts thereof lying within the above-described 30.00 foot perpetual sanitary sewer easement, and the last two above-described perpetual access easements.

AND

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 589.09 feet to the point of beginning of the easement to be described; thence North 11 degrees 20 minutes 03 seconds West, a distance of 25.00 feet; thence North 42 degrees 29 minutes 07 seconds West, a distance of 19.96 feet; thence North 50 degrees 48 minutes 40 seconds East, a distance of 65.66 feet; thence South 51 degrees 19 minutes 59 seconds East, a distance of 81.93 feet; thence North 76 degrees 32 minutes 08 seconds East, a distance of 27.03 feet; thence North 82 degrees 06 minutes 29 seconds East, a distance of 76.24 feet; thence easterly a distance of 51.78 feet along a tangential curve, concave to the north, having a radius of 202.00 feet and a central angle of 14 degrees 41 minutes 16 seconds; thence North 67 degrees 25 minutes 12 seconds East, tangent to said curve, a distance of 9.44 feet; thence northeasterly a distance of 10.57 feet along a tangential curve, concave to the

northwest, having a radius of 43.00 feet and a central angle of 14 degrees 04 minutes 57 seconds, to the southwesterly right-of-way line of Keller Parkway North; thence southeasterly along said southwesterly right-of-way line, a distance of 134.40 feet; thence South 09 degrees 12 minutes 24 seconds West, a distance of 56.53 feet to the northerly right-of-way line of State Highway No. 36; thence westerly along said northerly right-of-way line, a distance of 189.23 feet; thence North 23 degrees 09 minutes 11 seconds East, a distance of 79.39 feet; thence North 82 degrees 28 minutes 14 seconds West, a distance of 53.13 feet; thence South 82 degrees 06 minutes 29 seconds West, a distance of 54.24feet; thence South 84 degrees 33 minutes 11 seconds West, a distance of 28.45 feet; thence North 83 degrees 58 minutes 49 seconds West, a distance of 83.82 feet to said point of beginning. EXCEPT those parts thereof lying within the above-described perpetual sanitary sewer easements, and the first above-described perpetual access easement.

EXHIBIT C

**Temporary Construction Easement Area Depiction
For Reference Purposes Only**

Project: 808614

Parcel: 1

County: Ramsey

Owner: Ramsey County Parks & Rec

Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003

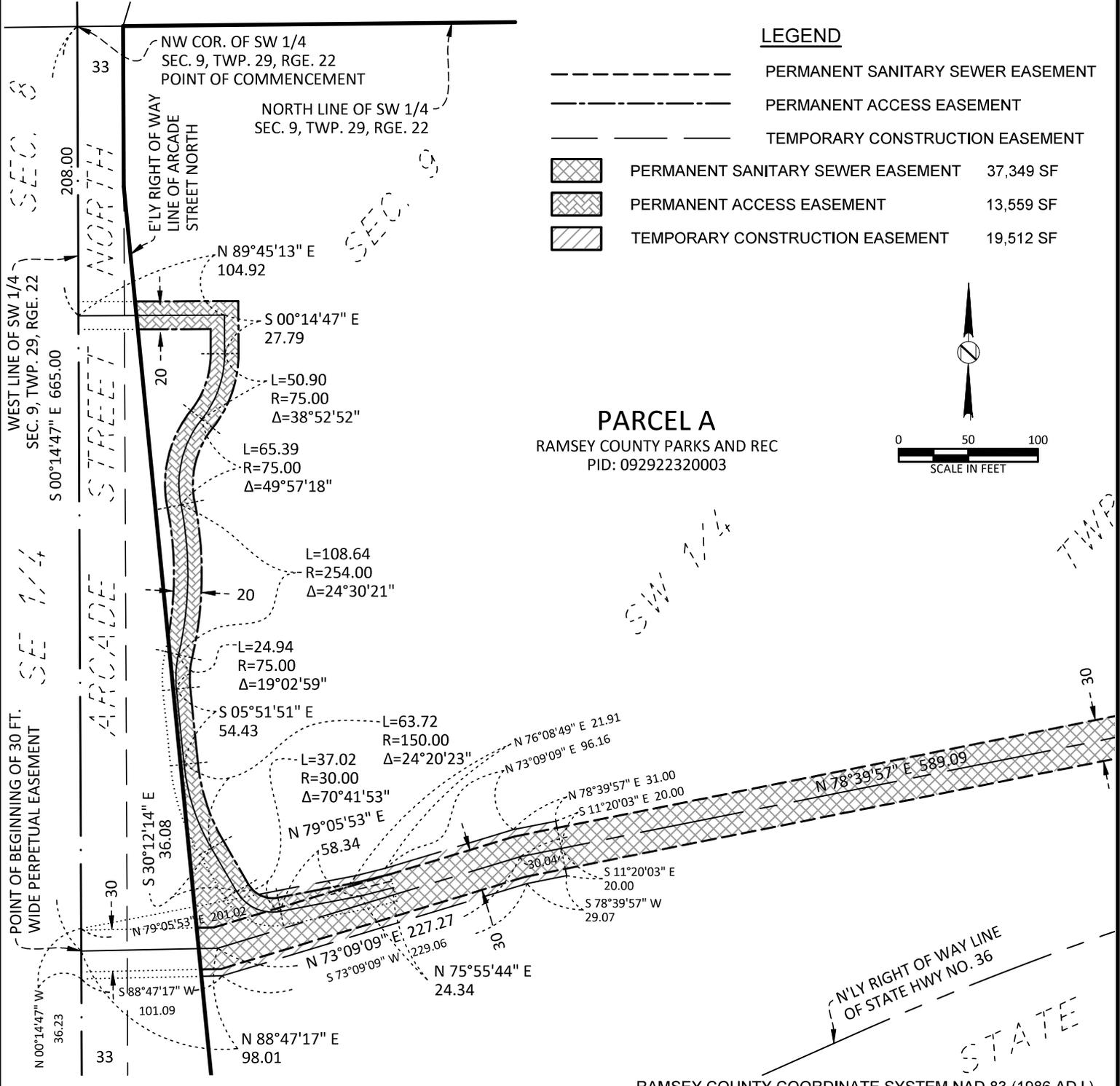
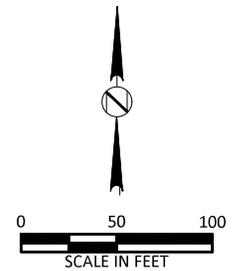


LEGEND

	PERMANENT SANITARY SEWER EASEMENT	
	PERMANENT ACCESS EASEMENT	
	TEMPORARY CONSTRUCTION EASEMENT	
	PERMANENT SANITARY SEWER EASEMENT	37,349 SF
	PERMANENT ACCESS EASEMENT	13,559 SF
	TEMPORARY CONSTRUCTION EASEMENT	19,512 SF

PARCEL A

RAMSEY COUNTY PARKS AND REC
PID: 092922320003



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *Eric R. Wilfahrt*
 PRINTED NAME: ERIC R. WILFAHRT
 DATE: 2/12/2024
 REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic

CREATED BY
 BOLTON & MENK, INC.

DATE
 05/06/2025

Project: 808614

Parcel: 1

County: Ramsey

Owner: Ramsey County Parks & Rec

Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003



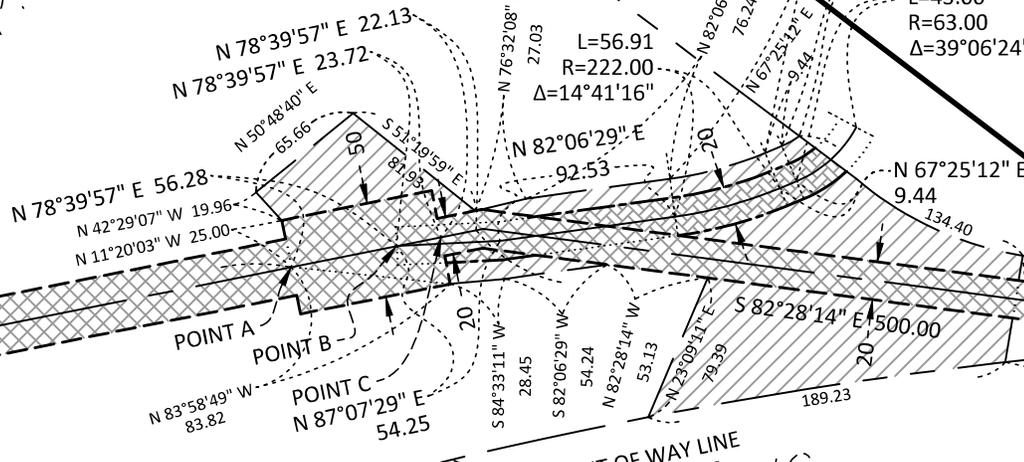
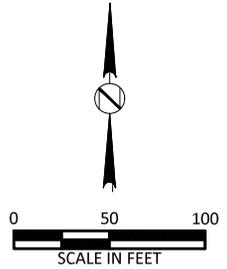
LEGEND

- PERMANENT SANITARY SEWER EASEMENT
- PERMANENT ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT SANITARY SEWER EASEMENT 37,349 SF
- PERMANENT ACCESS EASEMENT 13,559 SF
- TEMPORARY CONSTRUCTION EASEMENT 19,512 SF

NORTH LINE OF SW 1/4 SEC. 9, TWP. 29, RGE. 22

KELLER PARKWAY NORTH
SW'LY RIGHT OF WAY LINE OF KELLER PARKWAY NORTH

PARCEL A
RAMSEY COUNTY PARKS AND REC
PID: 092922320003



POINT A
POINT B
POINT C

N'LY RIGHT OF WAY LINE OF STATE HWY NO. 36

STATE OF MINNESOTA HIGHWAY EASEMENT PER DOC. NO. 981413

RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

SEE SHEET 4 OF 5 SHEETS



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *Eric R. Wilfahrt*
PRINTED NAME: ERIC R. WILFAHRT
DATE: 2/12/2024
REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic

LIC. NO. 46166

CREATED BY

BOLTON & MENK, INC.

DATE

05/06/2025