
WATERMAIN EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT made this ____ day of _____, 2025, by and between Ramsey County, a political subdivision of the State of Minnesota, Grantor; and the City of Shoreview, a municipal corporation organized under the laws of the State of Minnesota, Grantee.

WITNESSETH:

WHEREAS, the above-named Grantor is the owner in fee simple of the real property hereinafter described as “the Tract,” more particularly described in **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, Grantor and Grantee desire to create a certain non-exclusive, 10 foot wide perpetual Watermain Easement “the Easement Parcel,” more particularly described in **Exhibit B** attached hereto and incorporated by reference, over across, through, and under the Tract.

NOW, THEREFORE, the following perpetual easement is hereby created as

provided below and subject to all the terms and conditions set forth herein:

Section 1. Creation of Easement. That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents does bargain, sell and transfer unto the Grantee its successors and assigns the following:

A non-exclusive, perpetual easement for watermain purposes with the right to enter upon the real property hereinafter described as the "Easement Parcel", after notice to the Grantor by the Grantee of one working day (except in the case of emergencies), that the Grantee may see fit to construct, maintain, repair and replace any lines, equipment, materials or other items related to the watermain for the purpose of maintaining, operating, repairing or replacing said watermain over, across, through and under the lands hereinafter described, together with the right to excavate and refill as may be required, and further the right to remove undergrowth and other obstructions interfering in the location, construction and maintenance of said watermain.

That said easement is in the City of Shoreview, County of Ramsey, State of Minnesota, within the property described in **Exhibit A** attached hereto. Said easement shall consist of certain real property specifically described in **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, said easement unto the Grantee, its successors and assigns, forever.

Section 2. Fee Ownership of the Tract. The Grantors do hereby covenant with the Grantee they are lawfully seized and possessed of the real property described in **Exhibit A**.

Section 3. Successors and Assigns. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns

of the respective parties hereto.

Section 4. Maintenance. Grantor shall maintain all portions of the Easement Parcel required to reasonably maintain the watermain purpose of said easement.

Section 5. Restrictions of the Grantee. Grantee shall restore to existing conditions and repair and/or replace any of the Grantor's items or property removed during any maintenance and/or repair of the Grantee's watermain. Grantee acknowledges that Grantor has numerous items located within the described Easement Area (such as, but not limited to, storm sewer, catch basins, light poles, signs, parking spaces, driveways, sidewalks, gas lines, electric installations, etc.), and that, regardless of the terms of this Easement, Grantor shall remain the owner of all such items and shall retain at all times the right, ability, and full access to repair, replace, or maintain such items at their sole discretion. Said Watermain Easement shall at no point be larger than 10 feet in width and Grantee, before accessing said Easement for maintenance and/or repair purposes, shall give Grantee at least a one working day notice, except in the case of emergencies.

Section 6. Ownership of Watermains and Hydrants. Grantor transfers ownership and all maintenance responsibilities to Grantee for the existing watermain, new watermain, and all fire hydrants located on the real Property described on Exhibit A, and as more specifically shown on Exhibit B.

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed the day and year first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.]**

GRANTOR:
COUNTY OF RAMSEY

By _____

Rafael E. Ortega

Its Chair of the Ramsey County Board of Commissioners

Recommend for approval

Jean Krueger
Jean R. Krueger

Ramsey County Property Management

GRANTOR:
COUNTY OF RAMSEY

By _____

Approved as to Form

Scott Schwahn
L. Scott Schwahn

Ramsey County Senior Assistant Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 2025, before me, a Notary Public, within and for said County and State, personally appeared Rafael Ortega, the Chair of the County Board of the County of Ramsey, a political subdivision of the State of Minnesota, respectively, on behalf of the County.

Notary Public

GRANTEE:
CITY OF SHOREVIEW

By:
Its: Mayor

By:
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of _____, 2025, before me, a Notary Public, in and for said County and State, appeared _____ and _____, to me personally known, who being by me first duly sworn, did say that they are respectively the Mayor and Clerk of the City of Shoreview by authority of the City Council of the City of Shoreview, and said Mayor and Clerk acknowledge said instrument to be the free act and deed of said City of Shoreview.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Ramsey County Attorney's Office
360 North Wabasha Street
Suite #100
Saint Paul, MN 55102

EXHIBIT A

Lots 1 to 7 inclusive, Block 8, Owasso, Ramsey County, Minnesota.

AND

The North half of that part of Government Lot 4, Section 36, Township 30, Range 23 West lying South of the original South line of the plat of "Owasso", excepting and reserving therefrom that portion conveyed to the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, by Deed recorded in Book 159 Deeds, Page 620 in the office of the Register of Deeds of Ramsey County, Minnesota, and also except that part of Government Lot 4 lying Easterly of aforesaid railroad right-of-way, according to the Government Survey thereof, Ramsey County, Minnesota.

NUMBER	DIRECTION	DISTANCE
SS1	N 60°22'47.6" E	18.05' OF 6" PVC @ 1.0%
SS2	S 85°58'11.5" E	39.09' OF 6" PVC @ 1.0%
SS3	S 40°58'11.5" E	44.86' OF 6" PVC @ 1.0%
SS4	S 00°04'53.8" W	19.37' OF 6" PVC @ 1.0%
SS5	N 00°04'53.8" E	73.16' OF 6" PVC @ 1.0%
SS6	N 44°42'41.8" W	27.26' OF 6" PVC @ 1.0%
SS7	N 44°42'41.8" W	25.09' OF 6" PVC @ 1.0%
SS8	N 89°42'41.8" W	23.95' OF 6" PVC @ 1.0%
SS9	N 00°04'53.8" E	17.32' OF 6" PVC @ 1.0%
SS10	N 50°01'37.3" E	10.46' OF 6" PVC @ 1.0%
SS11	S 89°55'06.2" E	66.01' OF 6" PVC @ 1.0%
SS12	N 44°53'42.9" E	18.79' OF 6" PVC @ 1.0%
SS13	N 00°06'17.1" W	98.60' OF 6" PVC @ 1.0%
SS14	N 50°01'46.1" E	6.90' OF 6" PVC @ 1.0%
SS15	N 89°53'42.9" E	23.89' OF 6" PVC @ 1.0%
SS16	S 00°04'53.8" W	85.07' OF 6" PVC @ 1.0%
SS17	S 44°55'06.2" E	5.68' OF 6" PVC @ 1.0%
SS18	S 89°55'06.2" E	32.72' OF 6" PVC @ 1.0%
SS19	S 89°55'06.2" E	37.73' OF 6" PVC @ 1.0%
SS20	N 45°00'00.0" E	40.56' OF 6" PVC @ 1.0%
SS21	N 89°53'42.9" E	2.90' OF 6" PVC @ 1.0%
SS22	S 00°04'53.8" W	13.51' OF 6" PVC @ 1.0%
SS23	S 00°04'53.8" W	29.36' OF 6" PVC @ 1.0%
SS24	S 45°00'41.7" E	5.65' OF 6" PVC @ 1.0%
SS25	N 89°53'42.9" E	32.41' OF 6" PVC @ 1.0%
SS26	S 40°06'38.1" W	14.32' OF 6" PVC @ 1.0%
SS27	S 85°58'11.5" E	37.93' OF 6" PVC @ 1.0%
SS28	S 85°58'11.5" E	47.79' OF 6" PVC @ 1.0%
SS29	N 49°01'46.5" E	45.17' OF 6" PVC @ 1.0%
SS30	S 04°53'21.9" E	70.67' OF 6" PVC @ 1.0%
SS31	S 04°53'21.9" E	13.33' OF 6" PVC @ 1.0%
SS32	S 49°53'21.9" E	26.40' OF 6" PVC @ 1.0%
SS33	S 40°06'38.1" W	31.73' OF 6" PVC @ 1.0%

NUMBER	DIRECTION	DISTANCE
W100	N 10°39'00" E	65.12' OF 6" DIP
W101	S 79°20'50" E	39.68' OF 6" DIP
W102	S 34°21'00" E	29.38' OF 6" DIP
W103	S 89°24'00" W	28.77' OF 6" DIP
W104	N 89°24'00" E	85.28' OF 6" DIP
W105	N 89°24'00" E	19.87' OF 6" DIP
W106	S 23°08'00" E	23.22' OF 6" DIP
W107	S 23°08'00" E	114.85' OF 6" DIP
W108	S 21°53'59.8" W	41.27' OF 6" DIP
W109	S 23°08'00" E	12.94' OF 6" DIP
W110	S 23°08'00" E	101.56' OF 6" DIP
W111	S 23°08'00" E	22.90' OF 6" DIP
W112	S 21°53'59.8" W	43.32' OF 6" DIP
W113	S 21°53'59.8" W	72.38' OF 6" DIP
W114	S 66°53'59.8" W	60.35' OF 6" DIP
W115	S 66°53'59.8" W	11.81' OF 6" DIP
W116	S 89°23'59.8" W	42.52' OF 6" DIP
W117	S 89°23'59.8" W	94.99' OF 6" DIP
W118	S 89°23'59.8" W	79.72' OF 6" DIP

UTILITY NOTES:

- COORDINATE SERVICE CONNECTION LOCATIONS AT THE BUILDING WITH THE MECHANICAL CONTRACTOR.
- PROVIDE THRUST BLOCKING ON WATER MAIN PER DETAIL 10/C6. PROVIDE MECHANICAL JOINT RESTRAINTS ON ALL BENDS, VALVES, TEES, PLUGS, AND HYDRANT LEADS.
- ALL WATER MAIN PIPING SHALL BE DUCTILE IRON CL 52 PIPE. ALL WATER SERVICE PIPING SHALL BE TYPE K COPPER.
- SANITARY SEWER PIPE SHALL BE ASTM D1785 SCHEDULE 40 OR ASTM D2241 SDR 26 PVC.
- STUB SEWER TO WITHIN 5 FEET OF THE PROPOSED BLDG.
- SEE DETAIL 3/C4 FOR SANITARY SEWER MH DETAIL.
- SEE DETAIL 11/C6 FOR HYDRANT LEAD INSTALLATION.
- WORK OUTSIDE THE PROPERTY LINES MUST BE APPROVED BY OWNER OR THE PROPER JURISDICTIONAL AUTHORITY.
- PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
- NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO THE START OF CONSTRUCTION.
- ALL WATER MAIN SHALL HAVE 7.5' OF COVER OVER TOP OF PIPE.
- THE SANITARY SEWER SHALL HAVE A MINIMUM OF 5' OF COVER OVER THE TOP OF THE PIPE. INSULATE WITH 2" RIGID STYROFOAM INSULATION IF MINIMUM COVER CAN NOT BE MAINTAINED.
- PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ALL WATER MAIN AND SEWERS. PROVIDE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAIN AND SANITARY SEWER AT ALL CROSSINGS.
- COMPACT ALL BACKFILL IN UTILITY TRENCHES WITHIN 3 FEET OF FINISHED SUBGRADE TO 95% OF MAXIMUM STANDARD PROCTOR DENSITY, ASTM D698. COMPACT BACKFILL TO 100% OF MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE FINAL 3 FEET OF FINISHED SUBGRADE.
- COORDINATE GAS METER AND GAS LINE INSTALLATION, ELECTRICAL, AND TELEPHONE SERVICE WITH EACH LOCAL PRIVATE UTILITY COMPANY.
- GAS MAIN TO BE RELOCATED BY PUBLIC GAS UTILITY. RELOCATION OF GAS MAIN TO BE PAID FOR BY OWNER.

UTILITY KEY NOTE:

- 90° BEND & 4" RISER PIPE TO 12 TO 24" ABOVE BASEMENT FFE. PROVIDE FLANGED FITTING AT END OF RISER PIPE. TAP THE 4" MAIN 10 FEET OUTSIDE EACH BUILDING AND PROVIDE A SEPARATE 1 1/2" DOMESTIC COPPER WATER SERVICE TO EACH BUILDING INCLUDING A CORPORATION STOP, CURB STOP AND BOX.
- GAS MAIN RELOCATION BY PUBLIC UTILITY. RELOCATION OF GAS MAIN TO BE PAID FOR BY OWNER.

LAKE OWASSO RESIDENCE REPLACEMENT

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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.

Print Name: Joel W. Maier

Signature: *Joel W. Maier*

Date: 8-7-00 License: 19181

No.	Revision	Date

Drawn By: JLM

Checked By: DFD

Date: AUGUST 7, 2000

Architect's Project #: 0071800

sheet title

UTILITIES

sheet number

C3

LAKE
OWASSO

ICE ELEVATION
886.0 (2/14/00)

NAME: 0027803.dwg DATE: AUG 07, 2000 TIME: 9:50 AM

SHORELINE
(2/14/00)

