

PERMANENT AND TEMPORARY EASEMENT AND AGREEMENT

This Agreement is entered into this 14th day of March, 2023, by Roselawn Cemetery, a Minnesota Nonprofit Corporation (“Grantor”), the City of Roseville, Minnesota, a municipal corporation of the State of Minnesota (the “City”), and the Board of Water Commissioners of the City of Saint Paul, a Minnesota Municipal Corporation (“Grantee”).

WHEREAS, Grantor is the owner of certain property located in the City of Roseville, Ramsey County, Minnesota, depicted and legally described on Exhibit A attached hereto (the “Subject Property”); and

WHEREAS, the purpose of this Agreement is to define the portion of the Subject Property that the parties agree will be subject to the Grantee’s permanent storm sewer and drainage easement, its related temporary construction easement, and ongoing maintenance of the drainage system; and

WHEREAS, Grantor and City are parties to a Lease dated December 14, 1992, amended September 16, 2022, with a termination date of December 31, 2043; and

WHEREAS, the City has no objections as to the purpose of this Agreement.

NOW, THEREFORE, BE IT AGREED, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, Grantor and Grantee agree:

1. Grantor for itself, its successors, heirs, and assigns, does hereby grant and convey to Grantee, its successors, and assigns, forever, a perpetual, non-exclusive easement over, under, and across the real property described on Exhibit B and depicted on Exhibit C (the “Permanent Easement Area”) for storm sewer and drainage purposes (the “Permanent Easement”).
2. The Permanent Easement conveys to Grantee all rights necessary for the operation and maintenance of the storm sewer and its appurtenances including, but not limited to, the following rights:
 - a. To utilize the Permanent Easement Area for all purposes necessary or incidental to the construction, reconstruction, and maintenance of the storm sewer and its

appurtenances. The construction, reconstruction and maintenance of the storm sewer and its appurtenances shall be in accordance with the plans contained as Exhibit D.

- b. To travel over portions of the Subject Property owned by Grantor necessary to access the Permanent Easement Area. The Grantee will only travel over those portions of the Subject Property necessary for construction and maintenance of the storm sewer and its appurtenances.
 - c. To remove plants, trees, and natural growth now existing, or later planted or grown from the Permanent Easement Area.
 - d. To permanently grade or alter the grade of the land, and to remove and use all earth and other material not reasonably necessary for lateral and subjacent support.
 - e. To remove any physical improvements or fixtures from the Permanent Easement Area as may be required to properly maintain the storm sewer and its appurtenances.
3. Grantee and Grantor agree that Grantee is the sole party responsible for ongoing maintenance of any improvements installed by the Grantee.
4. Grantor for itself, its successors, heirs, and assigns, does hereby grant and convey to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, and across a forty-foot-wide strip of land, centerline of which is the same centerline described on Exhibit B (the Temporary Easement Area”) for construction of a drainage system according to the approved plans as shown on Exhibit D which includes a storm sewer and its related appurtenances (the “Temporary Easement”). The term of the Temporary Easement will be for twelve (12) months beginning March 15, 2023. Grantee may extend the Temporary Easement up to six months, two times, by providing to Grantor, at least 30 days before the expiration of the term, written notice of the length of extension.
5. The Temporary Easement conveys to Grantee all rights necessary for the construction of the storm sewer and its appurtenances including, but not limited to, the following:
 - a. To travel over the Subject Property owned by Grantor necessary to access the Temporary Easement Area. The Grantee will only travel over those portions of

the Subject Property necessary for construction and maintenance of the storm sewer and its appurtenances.

- b. To store equipment or supplies (except hazardous waste) within the Temporary Easement Area.
 - c. To permanently grade or alter grade of the land within the Temporary Easement Area.
 - d. To remove any plants, ground cover, or physical improvements within the Temporary Easement Area.
- 6. Grantee agrees that, throughout the term of the Permanent and Temporary Easement, it will be responsible for its actions and those of its agents, employees, representatives, or invitees, in the use of the Permanent and Temporary Easement granted herein.
 - 7. Prior to the termination of the Temporary Easement or any extension, Grantee will remove its equipment or supplies, and repair all damage as identified by the Grantor caused by its use of, or access to, the Temporary Easement area.
 - 8. Grantor represents and warrants that it is lawfully seized and possessed of the real estate conveyed by the Permanent Easement and Temporary Easement.
 - 9. Grantor hereby releases Grantee from any claims for damages to the fair market value of the Subject Property caused by the use of the Permanent Easement and the Temporary Easement. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence or actions of the Grantee, its agents or contractors, in conducting the activities permitted by this Agreement. The Grantee shall assume all liabilities related to the work proposed in this Agreement and shall hold harmless the Grantor from any claims related to this Agreement.
 - 10. This Agreement constitutes the whole of any agreement between Grantor and Grantee regarding the acquisition of the rights enumerated herein, and any modification must be in writing.

THIS INSTRUMENT WAS DRAFTED BY:
Saint Paul Regional Water Services
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113
Phone: 651-266-6270

[the remainder of this page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Permanent and Temporary Easement and Agreement to be executed as of the day and year first above written.

Grantor:

ROSELAWN CEMETERY

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me
_____, Notary Public, this ____ day of _____, 2023, by
_____, the _____ of
Roselawn Cemetery, a Minnesota Nonprofit Corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

Approved as to form:

BOARD OF WATER COMMISSIONERS

By: _____
Patrick Shea, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

By: _____
Assistant City Attorney

By: _____
Mollie Gagnelius, Secretary

By: _____
John McCarthy
Director, Office of Financial Services

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Mara Humphrey, President of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Mollie Gagnelius, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by John McCarthy, Finance Director of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

CITY OF ROSEVILLE, MINNESOTA

By _____
Daniel J. Roe, Mayor

By _____
Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Daniel J. Roe, Mayor of the City of Roseville, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Patrick Trudgeon, City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____