

**AGREEMENT FOR
REVOCATION OF COUNTY ROAD 45**

THIS AGREEMENT, made and entered into by and between the County of Dakota, hereinafter referred to as the "County" and the City of St. Paul, hereinafter referred to as the "City".

WITNESSES THE FOLLOWING:

WHEREAS, Minn. Stat. Section 163.11, Subd. 5 and 9 authorizes a County Board to revoke County Road status by resolution of the County Board of Commissioners; and

WHEREAS, the County Board intends to pass a resolution revoking County Road status on that portion of County Road (CR) 45 described below; and

WHEREAS, as a result of the revocation of County Road status, the City will accept jurisdiction and ownership over said roadway as described below; and

WHEREAS, the County and City desire to define the responsibilities and obligations which will result from this road revocation;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Dakota County hereby revokes County Road status on that portion of County Road 45 located in Sections 13 and 14, Township 28 North, Range 23 West, Dakota County, Minnesota, described as follows: Beginning at the intersection of the existing centerline of said CR 45 and the northerly line of a highway easement described in Document No. 1584166; thence northeasterly along said centerline of CR 45 as it transgresses through all that part of Government Lots 6, Government Lot 7, and Government Lot 8, said Section 14, and all that part of Government Lot 1, said Section 13, to the north line of said Government Lot 1, which is also the north line of said Section 13 and also the common boundary of Dakota County and Ramsey County, Minnesota, and said line there terminating.

1. The City hereby accepts the transfer of jurisdiction and ownership and all maintenance, repair and reconstruction responsibilities, as well as all traffic control devices currently in place, for the designated road segment.
2. In consideration of the transfer of jurisdiction and ownership of this road segment, the County agrees to pay to the City and the City agrees to accept from the County a one-time payment of the sum of \$145,000. Payment of said amount will be tendered to the City upon final execution of this Agreement by the appropriate officials for both parties.

3. No person engaged in work to be performed by the City shall be considered an employee of the County. Any claims that arise under the Worker's Compensation Act of this State on behalf of any City employee, while so engaged on any of the work called for in this Agreement shall not be the obligation or responsibility of the County.
4. Pursuant to Minnesota Statutes §16B.06, subd. 4, any books, records, documents and accounting procedures and practices of the City and the County relevant to this Agreement are subject to examination by the County and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered in this agreement.
5. The entire and integrated agreement of the parties contained in this agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding jurisdiction and control over County Road 45 whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

CITY OF ST PAUL

AGREED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PAUL THIS _____ DAY OF _____, 2011.

By _____
City Clerk

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

By _____
County Engineer

By _____
Chairman of the Board

By _____
Clerk to County Board

(SEAL)

APPROVED AS TO FORM:

Assistant County Attorney

Date _____

COUNTY BOARD RESOLUTION

No.: 11-_____

Date: _____