

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantor”), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“Grantee”), hereinafter collectively referred to as the “Parties.”

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Grant of Easements. Grantor, the owner of the property described on the attached **Exhibit A** (the “City Property”), in consideration of One Dollar and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its permittees, successors and assigns, the following described easement:

### Temporary Construction Easement

A temporary construction easement over, under and across the property legally described on the attached **Exhibit A** (the “Easement Area”) for the location, installation, construction, repair, replacement, maintenance, use, and operation of a sewer interceptor and temporary meters (the “Temporary Construction Easement”). Said easement includes the right to perform any necessary restoration activities in the Easement Area as soon as possible following completion of construction activity, but no later than the expiration date of the easement term, as provided in Paragraph 2.

Grantee shall erect temporary fencing around the Easement Area and restrict all construction activity to within the fencing.

Subsequent to the commencement date of the Temporary Construction Easement as written below, and until its expiration date, 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 thereof of the easement area without the express written permission of Grantee.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on November 1, 2016 and expire on May 1, 2017.

3. Restoration. Grantee will ensure that following any construction activity by Grantee, the Easement Area will be restored as far as practicable to its previous condition.

4. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the Temporary Construction Easement described herein.

5. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary easement shall be in writing and shall be deemed to have been duly and properly given three (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: City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> Street, Rm. 1000  
Saint Paul, MN 55102

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

6. The provisions and conditions of this easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

**City of Saint Paul, Minnesota**, a municipal corporation

By: \_\_\_\_\_  
Its City Clerk

Assistant City Attorney

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

GRANTEE:

**Metropolitan Council**, a public  
corporation and political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA       )  
                                          )ss.  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Weston W. Kooistra, Regional Administrator  
of the Metropolitan Council, a public corporation and political subdivision of the State of  
Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Real Estate Office  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805

## Exhibit A

Parcel 1 - Project 808820  
Torrens Property

Page 1 of 2  
PID: 16-29-22-33-0001

That part of the following described property:

Government Lot 3, Section 16, Township 29, Range 22, Ramsey County, Minnesota

### Parcel 1A

A temporary easement for construction purposes over, under, and across that part of Government Lot 3, Section 16, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the Southwest corner of said Government Lot 3; thence North 89 degrees 36 minutes, 16 seconds East along the South line of said Government Lot a distance of 89.01 feet to the point of beginning; thence North 00 degrees, 02 minutes, 03 seconds East a distance of 54.03 feet; thence North 90 degrees, 00 minutes, 00 seconds East a distance of 30.79 feet; South 18 degrees, 21 minutes, 12 seconds East a distance of 12.83 feet; South 00 degrees, 23 minutes, 42 seconds East a distance of 41.60 feet to the South line of said Government Lot; thence South 89 degrees, 36 minutes, 16 seconds West along said South line a distance of 35.15 feet to the point of beginning.

### Parcel 1B

A temporary easement for construction purposes over, under, and across that part of Government Lot 3, Section 16, Township 29, Range 22, Ramsey County, Minnesota as described as follows:

Commencing at the Southwest corner of said Government Lot 3; thence North 00 degrees, 21 minutes, 44 seconds West along the West line of said Government Lot a distance of 192.15 feet; thence North 89 degrees, 38 minutes, 16 seconds East a distance of 102.90 feet to the point of beginning; thence North 4 degrees, 47 minutes, 03 seconds East a distance of 279.32 feet;

thence North 88 degrees 09 minutes 08 seconds East a distance of 38.15 feet;  
thence South 84 degrees 52 minutes 09 seconds East a distance of 93.44 feet;  
thence South 77 degrees 33 minutes 34 seconds East a distance of 39.56 feet;  
thence North 10 degrees 46 minutes 21 seconds East a distance of 46.57 feet;  
thence North 08 degrees 56 minutes 02 seconds East a distance of 44.28 feet;  
thence North 79 degrees 26 minutes 51 seconds West a distance of 51.00 feet;  
thence North 83 degrees 06 minutes 49 seconds West a distance of 33.48 feet;

thence North 86 degrees 01 minutes 54 seconds West a distance of 59.98 feet;  
thence South 00 degrees, 00 minutes, 00 seconds East a distance of 27.36 feet;  
thence South 50 degrees, 52 minutes, 51 seconds West a distance of 17.64 feet;  
thence North 86 degrees, 54 minutes, 31 seconds West a distance of 11.79 feet;  
thence South 00 degrees, 03 minutes, 27 seconds East a distance of 32.53 feet;  
thence South 83 degrees, 27 minutes, 28 seconds West a distance of 38.42 feet;  
thence South 77 degrees 52 minutes 54 seconds West a distance of 13.50 feet;  
thence South 00 degrees, 16 minutes, 12 seconds East a distance of 292.94 feet  
to the point of beginning.

**Project:** 808820

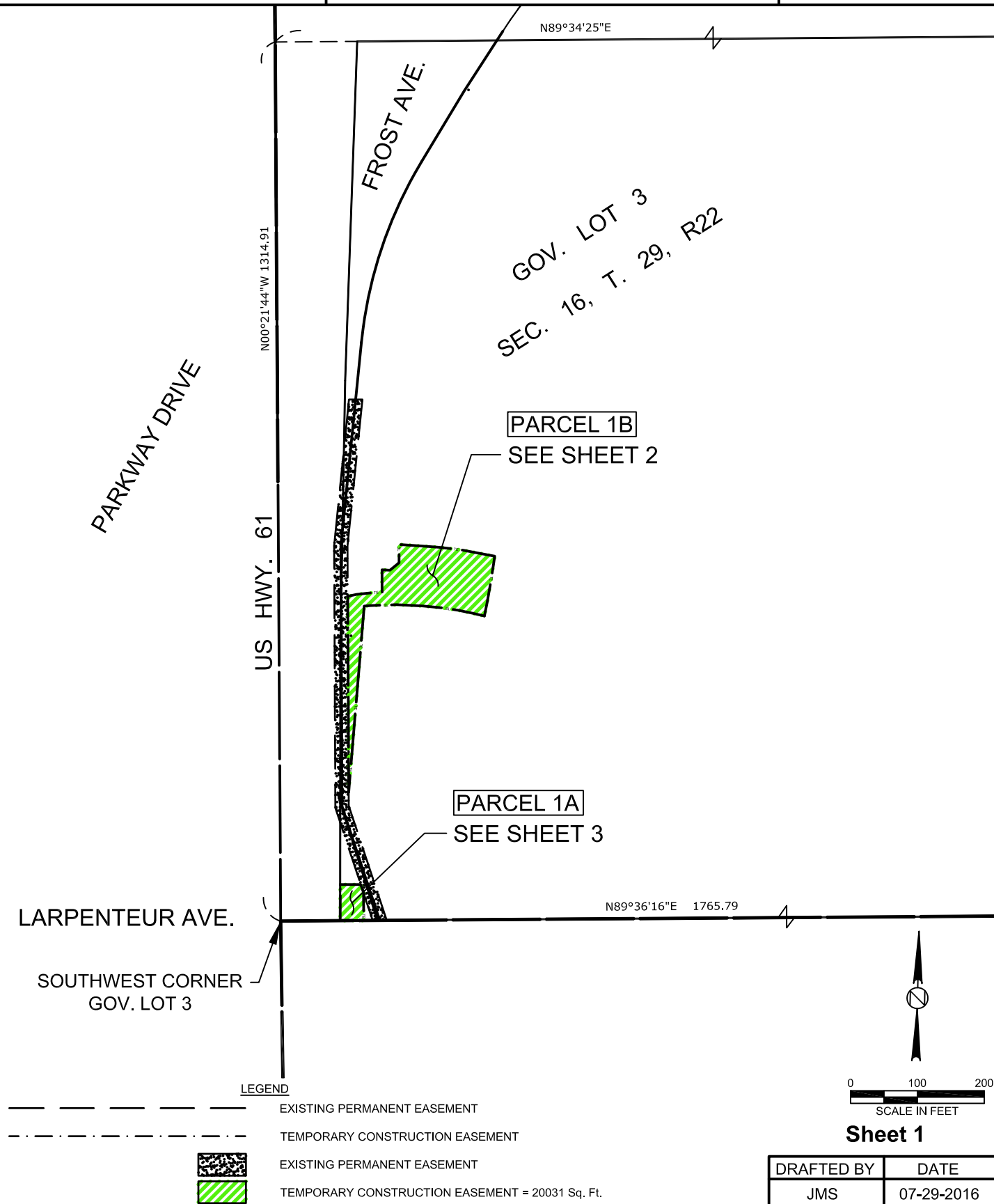
**Parcel:** 1

**County:** Ramsey

Owner: *City of St. Paul*

Address: *Phalen Golf Course*

PID: 16-29-22-33-0001



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**Sheet 1**

DRAFTED BY	DATE
JMS	07-29-2016

Reviewed by MKS 8-4-16

Project: 808820

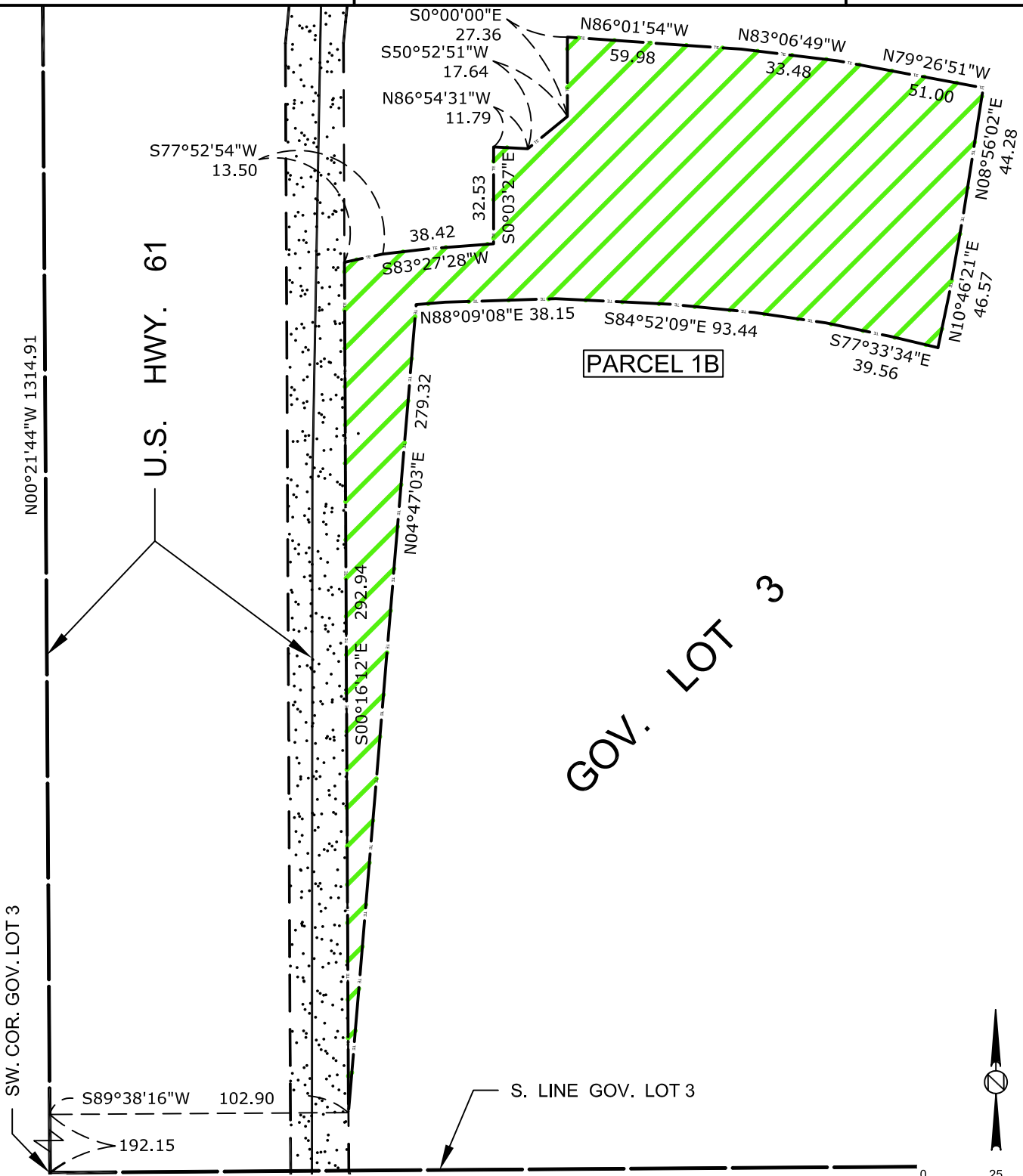
Parcel: 1

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 16-29-22-33-0001



LEGEND

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT



EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 18171 Sq. Ft.

Sheet 2

DRAFTED BY	DATE
JMS	07-29-2016

Reviewed by MKS 8-4-16



Project: 808820

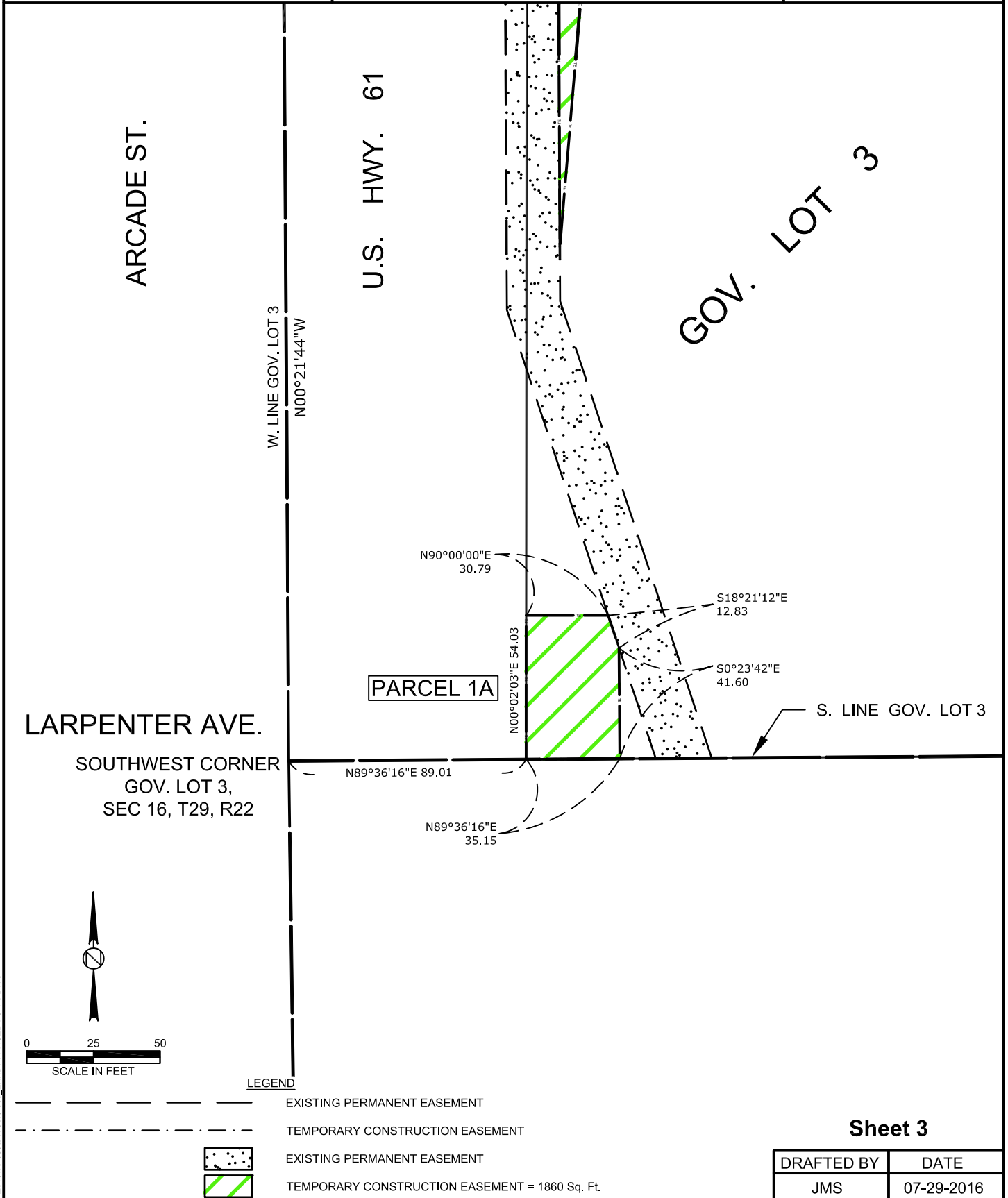
Parcel: 1

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 16-29-22-33-0001



P:\2015\15-089\DWG\15-089\_EXHBT PARCEL 1-3-4-5.DWG

Reviewed by MKS 8-4-16

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota ("Grantor"), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota ("Grantee"), hereinafter collectively referred to as the "Parties."

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Grant of Easements. Grantor, the owner of the property described on the attached **Exhibit A** (the "City Property"), in consideration of One Dollar and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its permittees, successors and assigns, the following described easement:

### Temporary Construction Easement

A temporary construction easement over, under and across the property legally described on the attached **Exhibit A** (the "Easement Area") for the location, installation, construction, repair, replacement, maintenance, use, and operation of a sewer interceptor and temporary meters (the "Temporary Construction Easement"). Said easement includes the right to perform any necessary restoration activities in the Easement Area as soon as possible following completion of construction activity, but no later than the expiration date of the easement term, as provided in Paragraph 2.

Grantee shall erect temporary fencing around the Easement Area and restrict all construction activity to within the fencing.

Subsequent to the commencement date of the Temporary Construction Easement as written below, and until its expiration date, 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 thereof of the easement area without the express written permission of Grantee.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on November 1, 2016 and expire on June 1, 2018.

3. Restoration. Grantee will ensure that following any construction activity by Grantee, the Easement Area will be restored as far as practicable to its previous condition.

4. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the Temporary Construction Easement described herein.

5. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary easement shall be in writing and shall be deemed to have been duly and properly given three (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: City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> Street, Rm. 1000  
Saint Paul, MN 55102

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

6. The provisions and conditions of this easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

**City of Saint Paul, Minnesota**, a municipal corporation

By: \_\_\_\_\_  
Its City Clerk

Assistant City Attorney

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

GRANTEE:

**Metropolitan Council**, a public  
corporation and political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA       )  
                                          )ss.  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Weston W. Kooistra, Regional Administrator  
of the Metropolitan Council, a public corporation and political subdivision of the State of  
Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Real Estate Office  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805

## Exhibit A

Parcel 2 - Project 808820  
Abstract Property

Page 1 of 7  
PID: 21-29-22-23-0003

That part of the following described property:

The Northeast Quarter of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota, EXCEPT Lots 1 and 2, Block 1 and Outlots A and B, Phalen Shores, Ramsey County, Minnesota  
And  
Lots three and four, Block 1, Phalen Shores, Ramsey County, Minnesota  
And  
All of Blocks one through twenty-seven, Phalen Park, Ramsey County, Minnesota.

### **Temporary Easement Taking:**

A temporary easement for utility purposes over, under, and across that part of the above described property, described as follows:

#### Parcel 2A

Commencing at the Northwest corner of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 89 degrees 36 minutes 16 seconds East along the North line of said Section 21 a distance of distance of 215.20 feet; thence South 18 degrees 02 minutes 54 seconds East a distance of 270.01 feet to the point of beginning;

thence North 57 degrees 39 minutes 05 seconds East a distance of 6.65 feet;  
thence South 32 degrees 20 minutes 55 seconds East a distance of 50.00 feet;  
thence South 57 degrees 39 minutes 05 seconds West a distance of 7.51 feet;  
thence North 31 degrees 22 minutes 00 seconds West a distance of 50.01 feet to the point of beginning.

#### Parcel 2B

Commencing at the Northwest corner of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence South 0 degrees 46 minutes 38 seconds East along the West line of said Section 21 a distance of 577.44 feet; thence North 89 degrees 13 minutes 22 seconds East a distance of 74.50 feet to the point of beginning;

thence North 90 degrees 00 minutes 00 seconds East a distance of 66.56 feet;  
thence South 67 degrees 53 minutes 35 seconds East a distance of 149.26 feet;  
thence North 57 degrees 39 minutes 05 seconds East a distance of 199.45 feet;  
thence South 32 degrees 39 minutes 30 seconds East a distance of 256.15 feet;  
thence South 01 degrees 55 minutes 02 seconds West a distance of 76.33 feet;

thence North 89 degrees 27 minutes 52 seconds West a distance of 100.00 feet;  
thence North 00 degrees 32 minutes 08 seconds East a distance of 47.09 feet;  
thence North 32 degrees 20 minutes 55 seconds West a distance of 42.04 feet;  
thence North 68 degrees 37 minutes 23 seconds West a distance of 350.77 feet;  
thence North 90 degrees 00 minutes 00 seconds West a distance of 59.89 feet;  
thence North 00 degrees 50 minutes 32 seconds West a distance of 30.00 feet  
to the point of beginning.

Parcel 2C

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 0 degrees 46 minutes 38 seconds West along the West line of said Section 21 a distance of 1281.65 feet; thence North 89 degrees 13 minutes 22 seconds East a distance of 478.92 feet to the point of beginning;

thence South 68 degrees 38 minutes 18 seconds East a distance of 6.95 feet;  
thence North 21 degrees 19 minutes 41 seconds East a distance of 40.77 feet;  
thence North 00 degrees 33 minutes 54 seconds East a distance of 9.87 feet;  
thence North 68 degrees 38 minutes 18 seconds West a distance of 3.43 feet;  
thence South 21 degrees 21 minutes 09 seconds West a distance of 50.00 feet  
to the point of beginning.

Parcel 2D

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 0 degrees 46 minutes 38 seconds West along the West line of said Section 21 a distance of 940.45 feet; thence North 89 degrees 13 minutes 22 seconds East a distance of 75.94 feet to the point of beginning;

thence North 88 degrees 32 minutes 37 seconds East a distance of 203.15 feet;  
thence South 72 degrees 35 minutes 00 seconds East a distance of 90.65 feet;  
thence South 73 degrees 05 minutes 50 seconds East a distance of 47.85 feet;  
thence North 63 degrees 58 minutes 41 seconds East a distance of 7.63 feet;  
thence North 26 degrees 15 minutes 49 seconds West a distance of 59.19 feet;  
thence South 21 degrees 19 minutes 41 seconds West a distance of 10.11 feet;  
thence North 85 degrees 49 minutes 43 seconds West a distance of 36.63 feet;  
thence North 72 degrees 35 minutes 00 seconds West a distance of 71.80 feet;  
thence South 88 degrees 32 minutes 37 seconds West a distance of 207.83 feet;  
thence South 00 degrees 52 minutes 02 seconds East a distance of 30.00 feet  
to the point of beginning.

Parcel 2E

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 0 degrees 46 minutes 38 seconds West along the West line of said Section 21 a distance of 720.62 feet; thence North 89 degrees 13 minutes 22 seconds East a distance of 459.58 feet to the point of beginning;

thence South 26 degrees 01 minutes 19 seconds East a distance of 49.96 feet;  
thence North 63 degrees 58 minutes 41 seconds East a distance of 40.00 feet;  
thence North 26 degrees 01 minutes 19 seconds West a distance of 50.00 feet;  
thence South 63 degrees 54 minutes 55 seconds West a distance of 40.00 feet  
to the point of beginning.

Parcel 2F

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 0 degrees 46 minutes 38 seconds West along the West line of said Section 21 a distance of 259.23 feet; thence North 89 degrees 13 minutes 22 seconds East a distance of 60.67 feet to the point of beginning;

thence South 51 degrees 37 minutes 36 seconds East a distance of 161.13 feet;  
thence North 74 degrees 19 minutes 57 seconds East a distance of 18.84 feet;  
thence North 84 degrees 33 minutes 56 seconds East a distance of 24.99 feet;  
thence North 87 degrees 11 minutes 53 seconds East a distance of 136.89 feet;  
thence South 88 degrees 29 minutes 24 seconds East a distance of 113.04 feet;  
thence South 86 degrees 26 minutes 29 seconds East a distance of 196.43 feet;  
thence South 87 degrees 37 minutes 57 minutes East a distance of 43.71 feet;  
thence South 89 degrees 53 minutes 37 seconds East a distance of 343.37 feet;  
thence North 00 degrees 26 minutes 57 seconds West a distance of 14.43 feet;  
thence North 89 degrees 33 minutes 22 seconds West a distance of 386.23 feet;  
thence North 86 degrees 26 minutes 28 seconds West a distance of 196.17 feet;  
thence North 88 degrees 29 minutes 35 seconds West a distance of 114.42 feet;  
thence South 87 degrees 11 minutes 53 seconds West a distance of 137.57 feet;  
thence South 84 degrees 33 minutes 56 seconds West a distance of 26.53 feet;  
thence South 74 degrees 49 minutes 28 seconds West a distance of 12.74 feet;  
thence North 51 degrees 37 minutes 36 seconds West a distance of 165.59 feet;  
thence South 00 degrees 47 minutes 11 seconds East a distance of 19.35 feet  
to the point of beginning.



Parcel 2G

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 89 degrees 33 minutes 03 seconds East along the South line of said Northwest Quarter a distance of 1060.51; thence North 0 degrees 26 minutes 57 seconds West a distance of 148.23 feet to the point of beginning;

thence South 89 degrees 53 minutes 37 seconds East a distance of 188.90 feet;  
thence North 00 degrees 26 minutes 57 seconds West a distance of 26.43 feet;  
thence North 28 degrees 05 minutes 39 seconds West a distance of 42.11 feet;  
thence North 46 degrees 45 minutes 29 seconds West a distance of 40.58 feet;  
thence North 07 degrees 51 minutes 28 seconds West a distance of 45.36 feet;  
thence North 39 degrees 35 minutes 01 seconds East a distance of 212.55 feet;  
thence North 50 degrees 24 minutes 59 seconds West a distance of 119.25 feet;  
thence North 17 degrees 07 minutes 24 seconds West a distance of 11.27 feet;  
thence North 85 degrees 21 minutes 12 seconds West a distance of 276.64 feet;  
thence North 70 degrees 46 minutes 53 seconds West a distance of 14.84 feet;  
thence South 70 degrees 21 minutes 07 seconds West a distance of 45.37 feet;  
thence South 19 degrees 13 minutes 07 seconds West a distance of 11.08 feet;  
thence South 70 degrees 46 minutes 53 seconds East a distance of 41.78 feet;  
thence North 87 degrees 13 minutes 00 seconds East a distance of 51.40 feet;  
thence South 85 degrees 21 minutes 12 seconds East a distance of 221.83 feet;  
thence South 06 degrees 26 minutes 02 seconds East a distance of 17.15 feet;  
thence South 03 degrees 28 minutes 31 seconds West a distance of 71.41 feet;  
thence South 39 degrees 35 minutes 01 seconds West a distance of 59.73 feet;  
thence South 52 degrees 41 minutes 41 seconds West a distance of 35.86 feet;  
thence South 88 degrees 58 minutes 49 seconds West a distance of 49.27 feet;  
thence South 41 degrees 55 minutes 59 seconds West a distance of 75.56 feet;  
thence South 03 degrees 51 minutes 17 seconds East a distance of 21.05 feet;  
thence North 86 degrees 17 minutes 24 seconds East a distance of 16.97 feet;  
thence South 00 degrees 37 minutes 01 seconds East a distance of 125.33 feet  
to the point of beginning.

EXCEPT that part described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence north 89 degrees 33 minutes 03 seconds East along the South line of said Northwest Quarter a distance of 1,074.66 feet; thence North 00 degrees 26 minutes 57 seconds West a distance of 187.44 feet to the point of beginning;

thence North 90 degrees 00 minutes 00 seconds East a distance of 151.10 feet;  
thence North 35 degrees 07 minutes 53 seconds West a distance of 43.62 feet;  
thence North 84 degrees 17 minutes 44 seconds West a distance of 16.13 feet;  
thence North 06 degrees 51 minutes 19 seconds West a distance of 51.75 feet;  
thence South 88 degrees 58 minutes 49 seconds West a distance of 105.13 feet;  
thence South 00 degrees 53 minutes 19 seconds East a distance of 86.80 feet  
to the point of beginning.

Parcel 2H

Commencing at the Southwest corner of the Northwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence North 89 degrees 33 minutes 03 seconds East along the South line of said Northwest Quarter a distance of 1249.40 feet; thence North 0 degrees 26 minutes 57 seconds West a distance of 146.40 feet to the point of beginning; thence South 89 degrees 53 minutes 37 seconds East a distance of 84.94 feet; thence South 86 degrees 20 minutes 14 seconds East a distance of 318.07 feet; thence southeasterly a distance of 453.52 feet along a non-tangential curve concave to the Southwest having a radius of 660.26 feet, a central angle of 39 degrees 21 minutes 20 seconds and a chord bearing of South 58 degrees 58 minutes 00 seconds East; thence South 32 degrees 44 minutes 40 seconds East a distance of 116.33 feet; thence North 61 degrees 52 minutes 31 seconds East a distance of 46.13 feet; thence North 34 degrees 34 minutes 33 seconds West a distance of 160.28 feet; thence South 52 degrees 03 minutes 23 seconds West a distance of 29.07 feet; thence North 60 degrees 01 minutes 02 seconds West a distance of 20.91 feet; thence northwesterly a distance of 342.29 feet along a non-tangential curve concave to the Southwest having a radius of 671.26 feet, a central angle of 29 degrees 13 minutes 00 seconds and a chord bearing of North 58 degrees 38 minutes 15 seconds West; thence North 77 degrees 05 minutes 10 seconds West a distance of 74.17 feet; thence North 85 degrees 32 minutes 04 seconds West a distance of 289.80 feet; thence North 80 degrees 11 minutes 52 seconds West a distance of 45.04 feet; thence North 85 degrees 35 minutes 11 seconds West a distance of 60.65 feet; thence South 00 degrees 26 minutes 57 seconds East a distance of 26.43 feet to the beginning.

Parcel 2I

Commencing at the Northeast corner of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence South 0 degrees 35 minutes 41 seconds East along the East line of the Northeast Quarter of the Southwest Quarter of said Section 21 a distance of 854.83 feet; thence South 89 degrees 24 minutes 19 seconds West a distance of 137.69 feet to the point of beginning; thence North 60 degrees 01 minutes 04 seconds West a distance of 83.47 feet; thence northwesterly a distance of 155.69 feet along a non-tangential curve to the northeast having a

radius of 399.11 feet, a central angle of 22 degrees 21 minutes 02 seconds and a chord bearing of North 43 degrees 53 minutes 43 seconds West;  
thence North 29 degrees 35 minutes 42 seconds West a distance of 35.10 feet;  
thence North 23 degrees 29 minutes 36 seconds West a distance of 84.52 feet;  
thence South 68 degrees 10 minutes 30 seconds West a distance of 6.04 feet;  
thence North 22 degrees 30 minutes 56 seconds West a distance of 239.35 feet;  
thence South 17 degrees 41 minutes 36 seconds East a distance of 265.36 feet;  
thence South 38 degrees 17 minutes 49 seconds East a distance of 216.09 feet;  
thence southeasterly a distance of 130.79 feet along a non-tangential curve concave Northeast having a radius of 310.37 feet a central angle of 28 degrees 56 minutes 15 seconds and a chord bearing of South 51 degrees 34 minutes 51 seconds East;  
thence North 26 degrees 44 minutes 33 seconds East a distance of 25.72 feet to the point of beginning.

Parcel 2J

Commencing at the Northeast corner of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence South 0 degrees 35 minutes 41 seconds East along the East line of the of the Southwest Quarter of said Section 21 a distance of 967.53 feet to the point of beginning; thence northwesterly a distance of 649.39 feet along a non-tangential curve concave to the Northeast having a radius of 481.84 feet, a central angle of 65 degrees 19 minutes 41 seconds and a chord bearing of North 55 degrees 07 minutes 11 seconds West;  
thence North 72 degrees 36 minutes 38 seconds West a distance of 39.09 feet;  
thence North 22 degrees 36 minutes 38 seconds West a distance of 73.46 feet;  
thence North 27 degrees 23 minutes 22 seconds East a distance of 39.21 feet;  
thence North 21 degrees 57 minutes 53 seconds West a distance of 291.04 feet;  
thence North 24 degrees 11 minutes 17 seconds West a distance of 15.00 feet;  
thence South 64 degrees 26 minutes 50 seconds West a distance of 11.94 feet;  
thence South 21 degrees 29 minutes 38 seconds East a distance of 298.36 feet;  
thence South 27 degrees 23 minutes 22 seconds West a distance of 32.85 feet;  
thence South 22 degrees 36 minutes 38 seconds East a distance of 95.84 feet;  
thence South 72 degrees 36 minutes 38 seconds East a distance of 32.66 feet;  
thence South 23 degrees 13 minutes 09 seconds East a distance of 22.65 feet;  
thence South 57 degrees 49 minutes 43 seconds West a distance of 13.55 feet;  
thence South 34 degrees 57 minutes 20 seconds East a distance of 66.95 feet;  
thence North 50 degrees 46 minutes 32 seconds East a distance of 7.54 feet;  
thence southeasterly a distance of 472.58 feet along a non-tangential curve concave to the Northeast having a radius of 492.71 feet, a central angle of 54 degrees 57 minutes 16 seconds and a chord bearing of South 60 degrees 38 minutes 00 seconds East; thence North 0 degrees 35 minutes 41 seconds West a distance of 15.92 feet to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 2A THROUGH 2J THE  
FOLLOWING  
PERMANENT EASEMENT:

A 35.00 foot wide permanent easement for sanitary sewer purposes over, under and across  
Section 21, Township 29 North, Range 22 West, Ramsey County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the Southeast corner of said Section 21; thence South 89 degrees 39 minutes 20  
seconds West along the south line of said Section 21 a distance of 644.76 feet to the beginning of  
the centerline to be described;

thence North 04 degrees 51 minutes 05 seconds West a distance of 75.23 feet;  
thence North 16 degrees 03 minutes 42 seconds West a distance of 525.17 feet;  
thence North 76 degrees 54 minutes 14 seconds West a distance of 111.00 feet;  
thence North 60 degrees 15 minutes 52 seconds West a distance of 268.61 feet;  
thence North 43 degrees 17 minutes 03 seconds West a distance of 106.74 feet;  
thence North 37 degrees 21 minutes 44 seconds West a distance of 464.93 feet;  
thence North 44 degrees 15 minutes 08 seconds West a distance of 349.47 feet;  
thence North 47 degrees 11 minutes 25 seconds West a distance of 112.48 feet;  
thence North 58 degrees 31 minutes 10 seconds West a distance of 234.40 feet;  
thence North 84 degrees 07 minutes 54 seconds West a distance of 674.82 feet;

thence northwesterly a distance of 239.99 feet along a tangential curve concave to the northeast  
having a radius of 300.00 feet and a central angle of 45 degrees 50 minutes 05 seconds; thence  
North 38 degrees 17 minutes 49 seconds West tangent to the last described curve a distance of  
219.27 feet;

thence North 17 degrees 41 minutes 36 seconds West a distance of 531.38 feet;  
thence North 60 degrees 01 minutes 02 seconds West a distance of 738.82 feet;  
thence North 71 degrees 09 minutes 31 seconds West a distance of 277.29 feet;  
thence North 49 degrees 51 minutes 43 seconds West a distance at 337.71 feet;  
thence North 71 degrees 13 minutes 08 seconds West a distance of 475.94 feet;  
thence North 26 degrees 05 minutes 05 seconds West a distance of 258.77 feet;  
thence North 21 degrees 19 minutes 41 seconds East a distance of 395.45 feet;  
thence North 00 degrees 33 minutes 54 seconds East a distance of 565.93 feet;  
thence North 32 degrees 20 minutes 09 seconds West a distance of 578.69 feet;  
thence North 18 degrees 02 minutes 54 seconds West a distance of 281.20 feet to the North line  
of said Section 21 and said centerline there terminating. The sidelines of said easement are  
lengthened or shortened to intersect the North and South lines of said Section 21.

**Project:** 808820

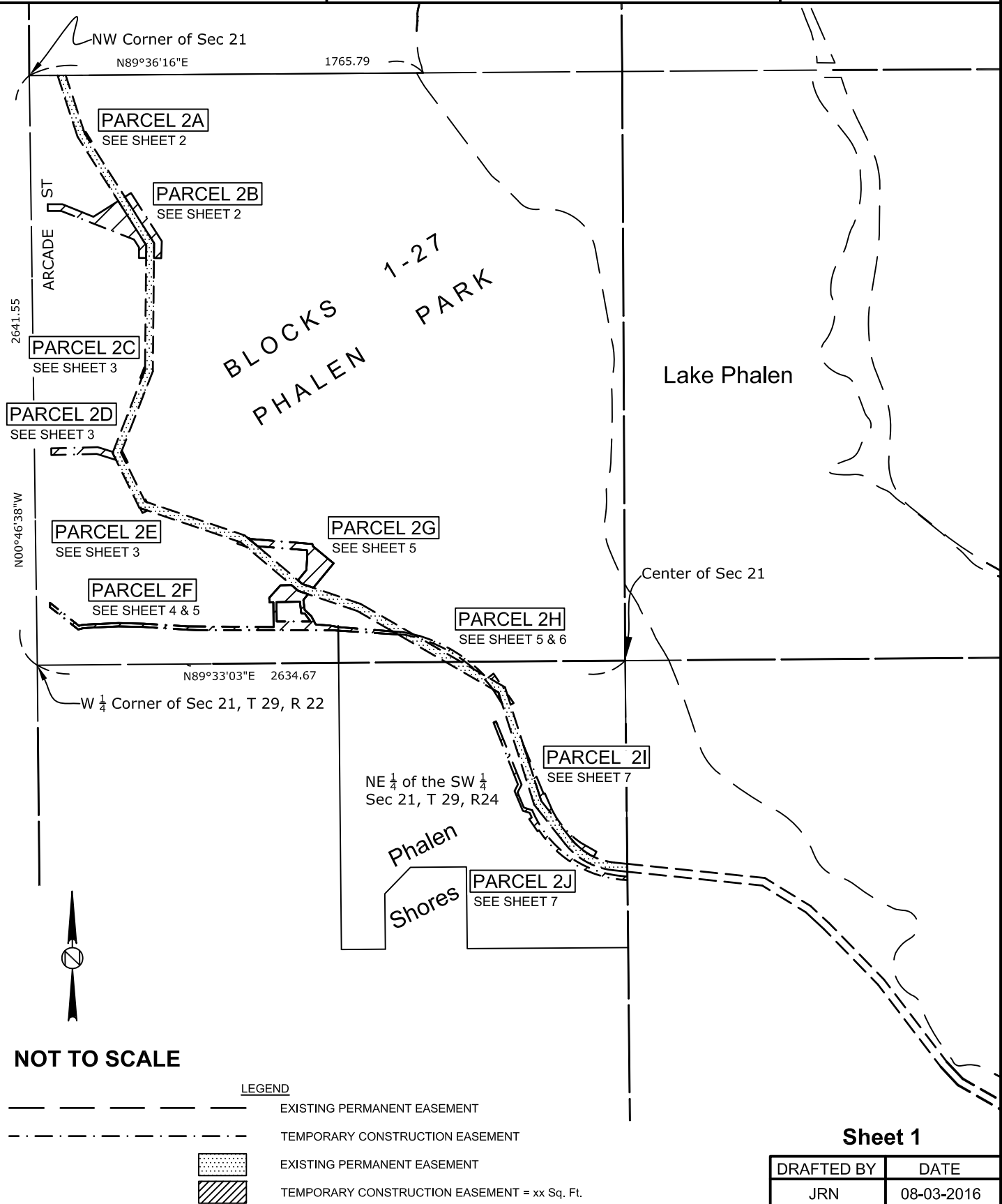
**Parcel:** 2

**County:** Ramsey

**Owner:** City of St. Paul

**Address:** Phalen Golf Course

**PID:** 21-29-22-23-0003



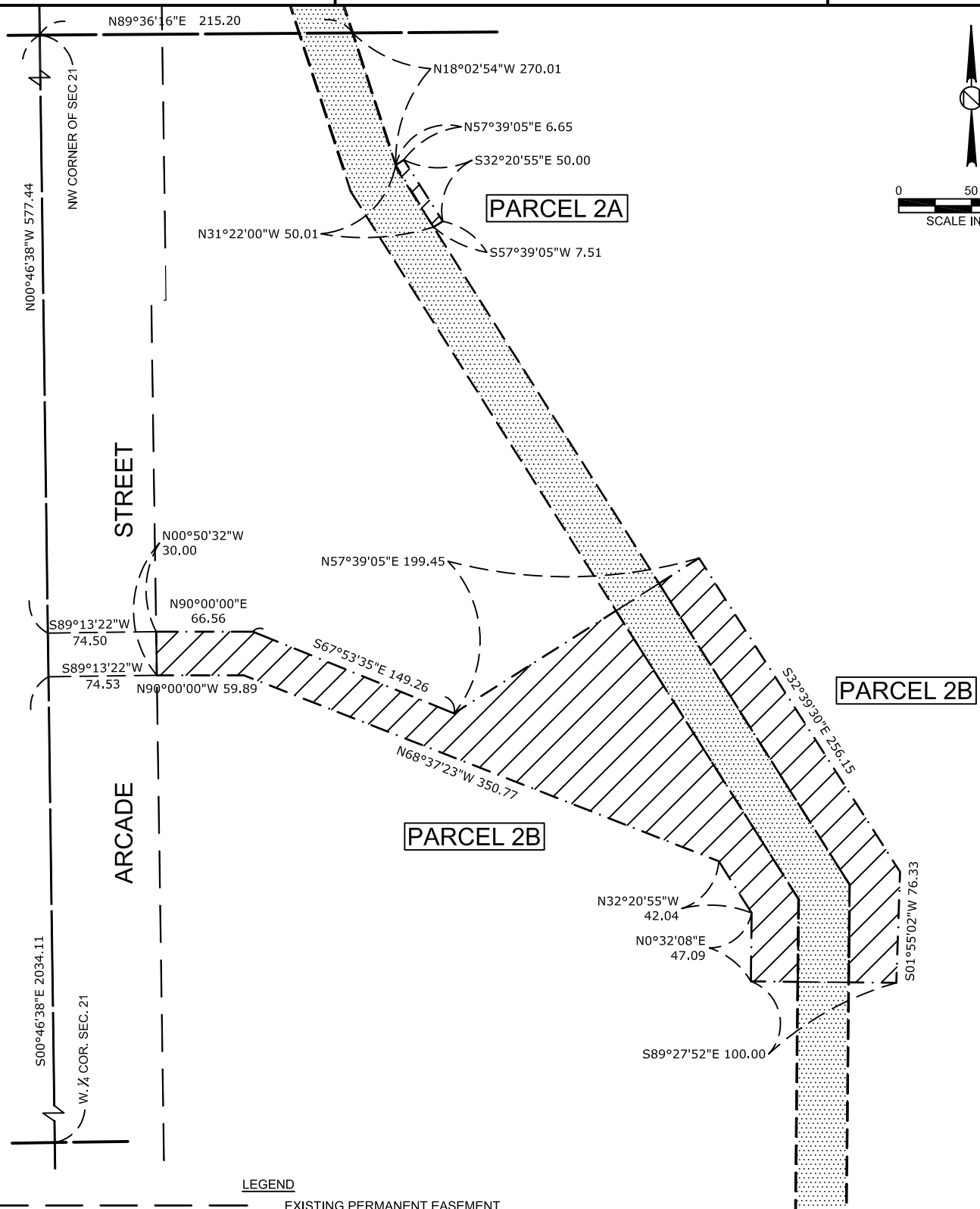
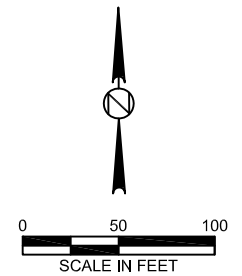
**Sheet 1**

DRAFTED BY	DATE
JRN	08-03-2016

P:\2015\15-089\DWG\15-089\_EXHBT PARCEL 2.DWG

**County:** *Ramsey*

PID: 21-29-22-23-0003



LEGEND

EXISTING PERMANENT EASEMENT

## TEMPORARY CONSTRUCTION EASEMENT

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 9689 Sq. Ft.

## Sheet 2

DRAFTED BY

DATE \_\_\_\_\_

JRN

08-04-2016

Project: 808820

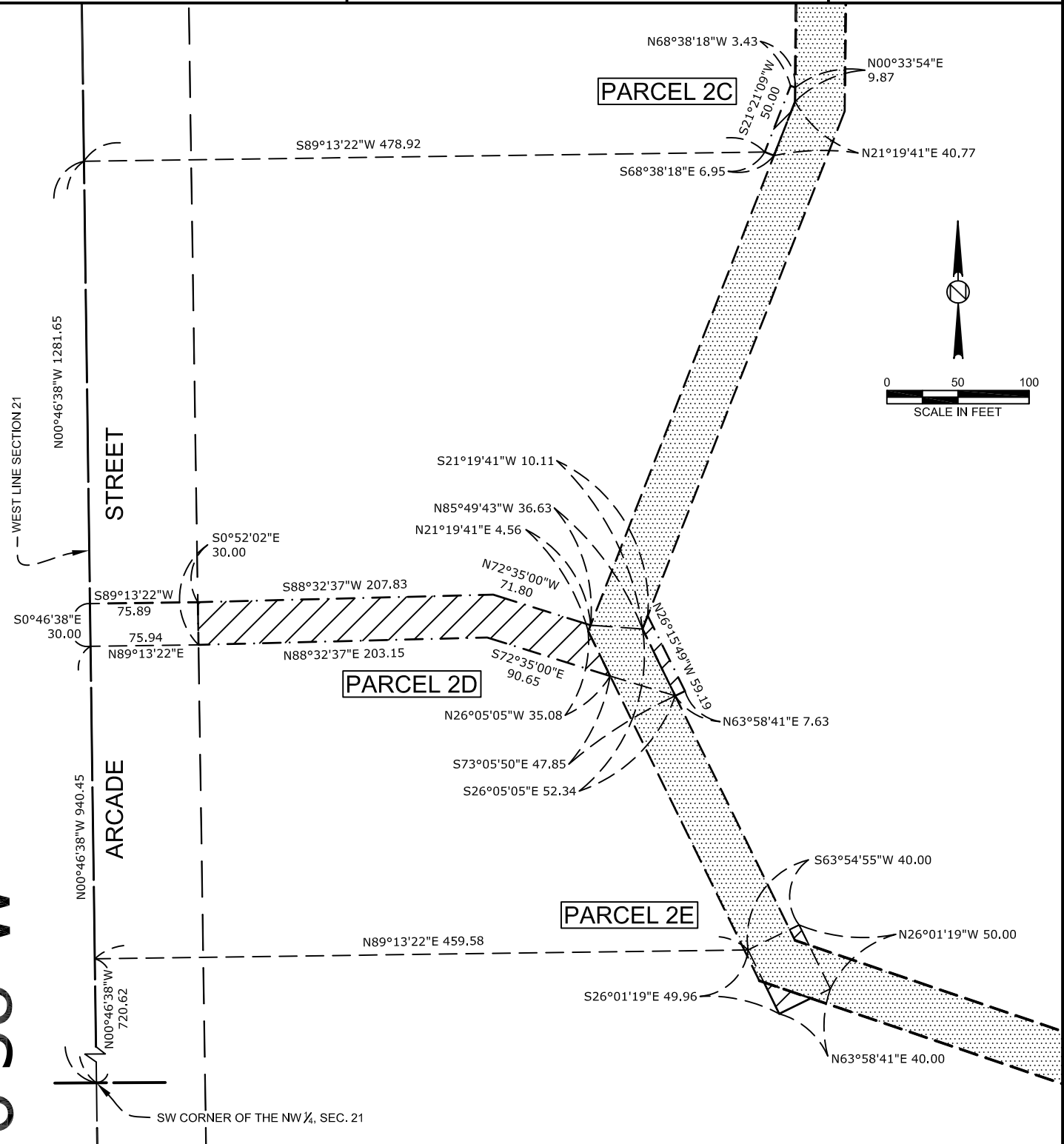
Parcel: 2

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 21-29-22-23-0003



LEGEND

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 38462 Sq. Ft.

Sheet 3

DRAFTED BY	DATE
JRN	08-04-2016

Project: 808820

Parcel: 2

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 21-29-22-23-0003



ST

ARCADE

PARCEL 2F

MATCHLINE A  
SEE SHEET 4

SOUTHWEST CORNER OF THE NW ¼ SEC. 21

LEGEND



TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 9782 Sq. Ft.



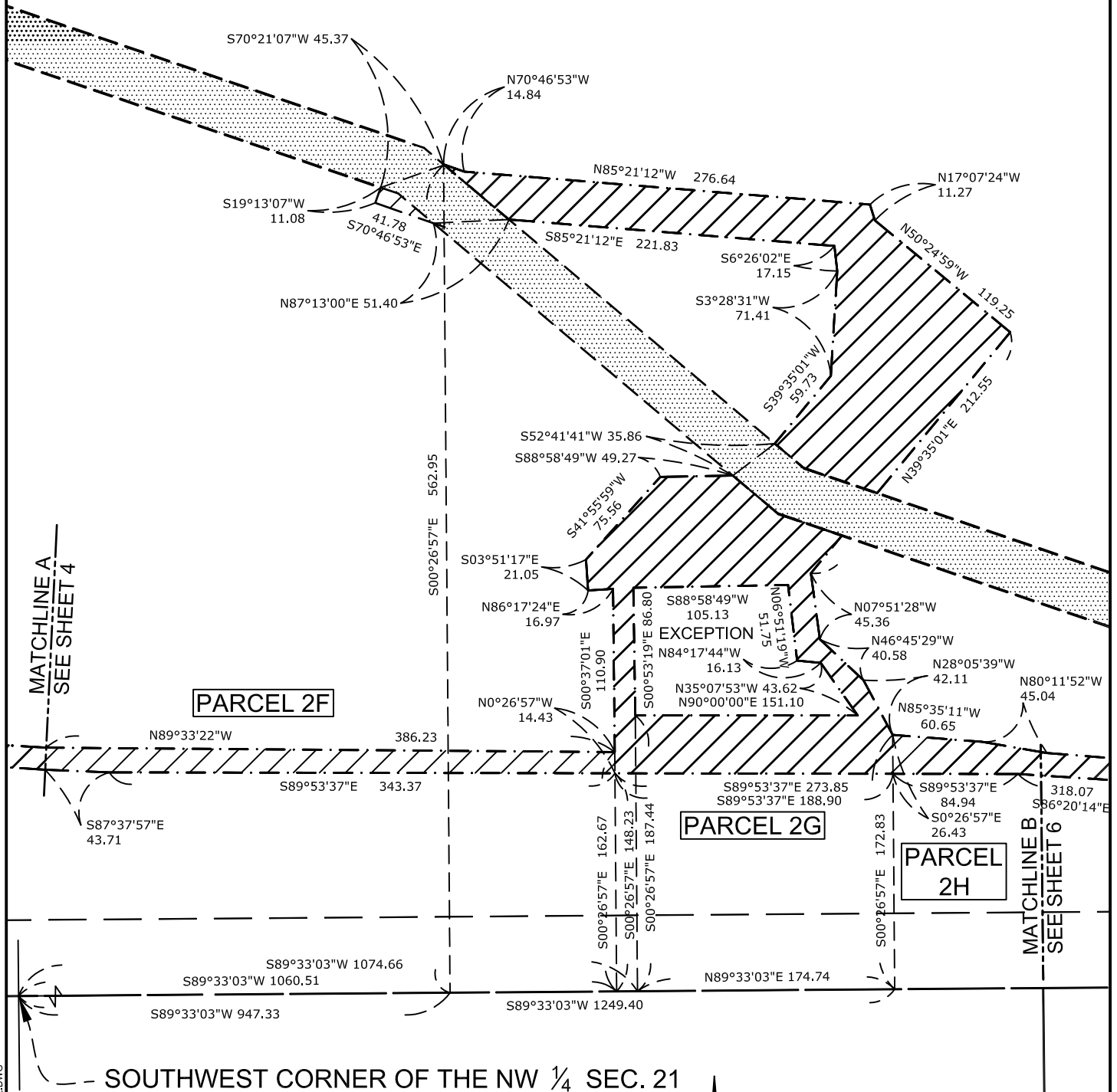
Sheet 4

DRAFTED BY	DATE
JRN	08-04-2016



**Project:** 808820  
**Parcel:** 2  
**County:** Ramsey

**Owner:** City of St. Paul  
**Address:** Phalen Golf Course  
**PID:** 21-29-22-23-0003



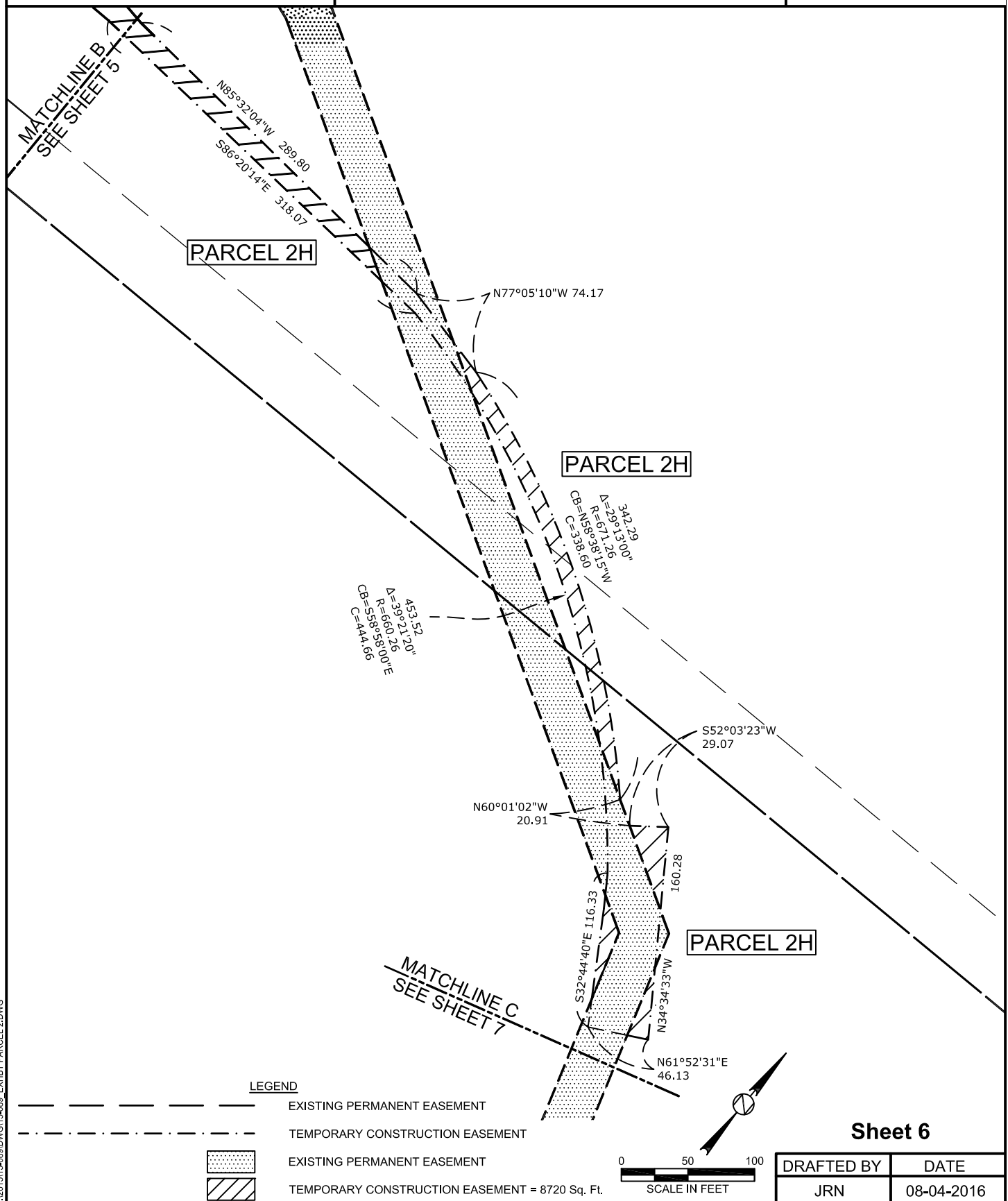
**Sheet 5**

DRAFTED BY	DATE
JRN	08-04-2016

P:\2015\15-089\DWG\15-089\_EXHBT PARCEL 2.DWG

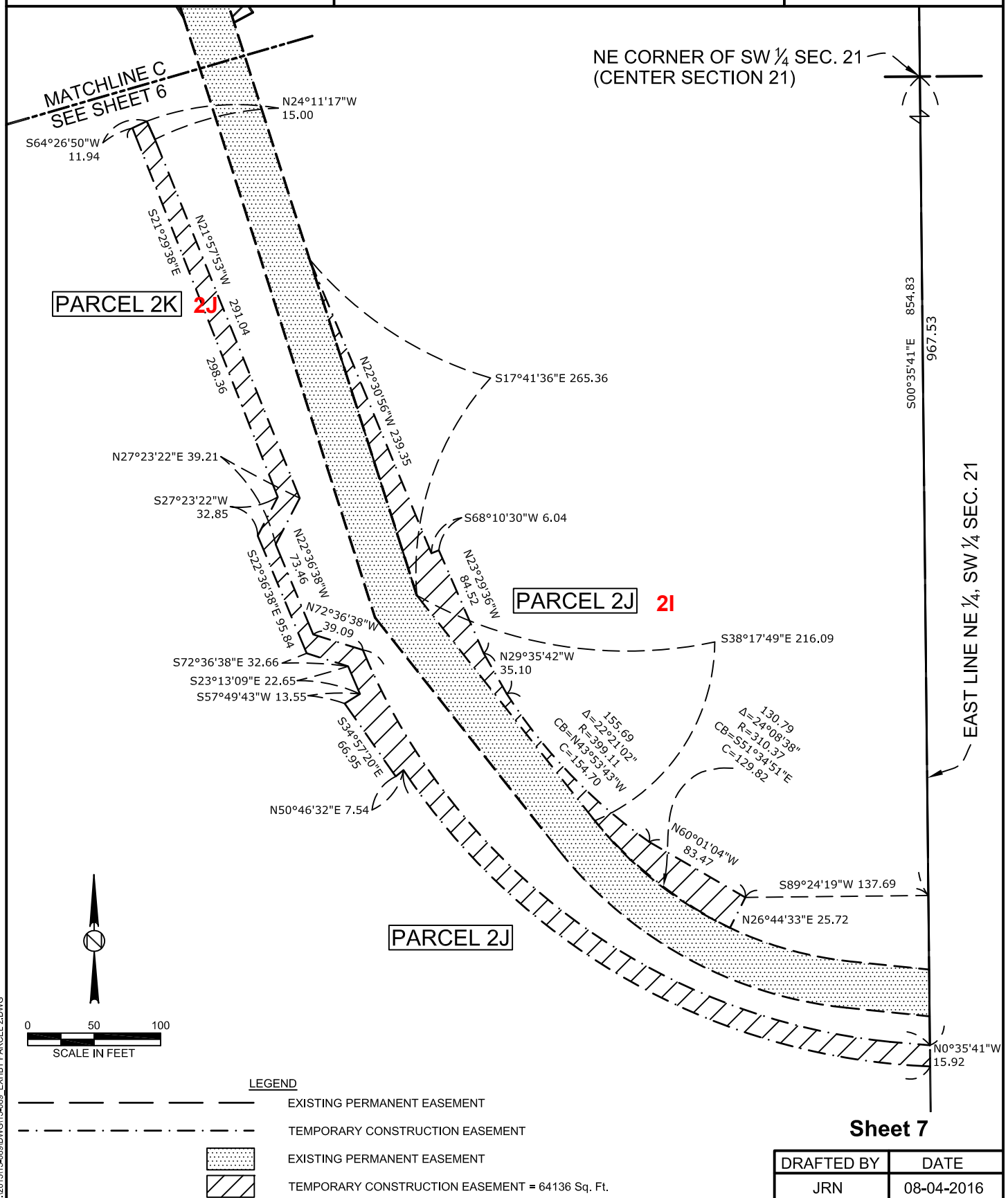
**County:** *Ramsey*

PID: 21-29-22-23-0003



**County:** *Ramsey*

PID: 21-29-22-23-0003



## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota ("Grantor"), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota ("Grantee"), hereinafter collectively referred to as the "Parties."

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Grant of Easements. Grantor, the owner of the property described on the attached **Exhibit A** (the "City Property"), in consideration of One Dollar and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its permittees, successors and assigns, the following described easement:

### Temporary Construction Easement

A temporary construction easement over, under and across the property legally described on the attached **Exhibit A** (the "Easement Area") for the location, installation, construction, repair, replacement, maintenance, use, and operation of a sewer interceptor and temporary meters (the "Temporary Construction Easement"). Said easement includes the right to perform any necessary restoration activities in the Easement Area as soon as possible following completion of construction activity, but no later than the expiration date of the easement term, as provided in Paragraph 2.

Grantee shall erect temporary fencing around the Easement Area and restrict all construction activity to within the fencing.

Subsequent to the commencement date of the Temporary Construction Easement as written below, and until its expiration date, 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 thereof of the easement area without the express written permission of Grantee.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on April 1, 2017 and expire on December 1, 2017.

3. Restoration. Grantee will ensure that following any construction activity by Grantee, the Easement Area will be restored as far as practicable to its previous condition.

4. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the Temporary Construction Easement described herein.

5. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary easement shall be in writing and shall be deemed to have been duly and properly given three (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: City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> Street, Rm. 1000  
Saint Paul, MN 55102

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

6. The provisions and conditions of this easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

**City of Saint Paul, Minnesota**, a municipal corporation

By: \_\_\_\_\_  
Its City Clerk

Assistant City Attorney

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

GRANTEE:

**Metropolitan Council**, a public  
corporation and political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA       )  
                                          )ss.  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Weston W. Kooistra, Regional Administrator  
of the Metropolitan Council, a public corporation and political subdivision of the State of  
Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Real Estate Office  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805

## Exhibit A

Parcel 3 - Project 808820  
Abstract Property

Page 1 of 3  
PID: 21-29-22-42-0002

That part of the following described property:

That part westerly of the Railroad Right of Way, Government Lot 2 in Section 22,  
Township 29, Range 22,  
AND  
Except the North part of the Railway Right of Way,  
AND  
Except the Water Works Right of Way,  
AND  
Except Phalen Heights Park,  
AND  
Except street,  
The following; Government Lot 5 and the South ½ of the Southeast ¼ of Section 21,  
Township 29, Range 22.

### **Temporary Easement Taking:**

A temporary easement for utility purposes over, under, and across that part of the above described property, described as follows:

#### Parcel 3A

Commencing at the Northwest corner of said Government Lot 5; thence South 0 degrees 35 minutes, 41 seconds East along the West line of said Government Lot 5 a distance of 910.54 feet to the point of beginning;

thence South 85 degrees 28 minutes 33 seconds East a distance of 118.36 feet;  
thence South 52 degrees 45 minutes 22 seconds East a distance of 31.22 feet;  
thence South 84 degrees 46 minutes 46 seconds East a distance of 25.74 feet;  
thence North 55 degrees 39 minutes 36 seconds East a distance of 25.74 feet;  
thence South 85 degrees 23 minutes 45 seconds East a distance of 141.48 feet;  
thence South 39 degrees 53 minutes 23 seconds East a distance of 40.69 feet;  
thence South 82 degrees 42 minutes 22 seconds East a distance of 92.08 feet;  
thence North 58 degrees 01 minutes 15 seconds East a distance of 42.12 feet;  
thence South 76 degrees 54 minutes 24 seconds East a distance of 39.21 feet;  
thence South 72 degrees 43 minutes 08 seconds East a distance of 102.13 feet;  
thence South 65 degrees 06 minutes 40 seconds East a distance of 84.13 feet;  
thence South 60 degrees 05 minutes 50 seconds East a distance of 87.25 feet;  
thence South 54 degrees 31 minutes 03 seconds East a distance of 90.65 feet;  
thence South 48 degrees 36 minutes 34 seconds East a distance of 85.05 feet;  
thence South 41 degrees 44 minutes 17 seconds East a distance of 179.60 feet;  
thence South 41 degrees 17 minutes 45 seconds East a distance of 208.16 feet;



thence South 39 degrees 42 minutes 35 seconds East a distance of 412.62 feet;  
thence South 45 degrees 56 minutes 01 seconds East a distance of 89.25 feet;  
thence South 53 degrees 44 minutes 41 seconds East a distance of 58.98 feet;  
thence South 59 degrees 41 minutes 58 seconds East a distance of 65.14 feet;  
thence South 66 degrees 25 minutes 03 seconds East a distance of 105.01 feet;  
thence South 60 degrees 15 minutes 52 seconds East a distance of 28.35 feet;  
thence South 76 degrees 54 minutes 14 seconds East a distance of 103.28 feet;  
thence South 15 degrees 51 minutes 34 seconds East a distance of 16.65 feet;  
thence North 73 degrees 43 minutes 50 seconds West a distance of 145.09 feet;  
thence North 66 degrees 04 minutes 49 seconds West a distance of 102.60 feet;  
thence North 59 degrees 41 minutes 58 seconds West a distance of 59.68 feet;  
thence South 36 degrees 15 minutes 19 seconds West a distance of 41.13 feet;  
thence North 57 degrees 29 minutes 07 seconds West a distance of 57.63 feet;  
thence North 36 degrees 15 minutes 19 seconds East a distance of 44.18 feet;  
thence North 46 degrees 41 minutes 48 seconds West a distance of 101.29 feet;  
thence North 39 degrees 42 minutes 32 seconds West a distance of 413.34 feet;  
thence North 41 degrees 19 minutes 30 seconds West a distance of 207.53 feet;  
thence North 41 degrees 59 minutes 28 seconds West a distance of 153.78 feet;  
thence North 46 degrees 48 minutes 02 seconds West a distance of 111.59 feet;  
thence North 54 degrees 43 minutes 47 seconds West a distance of 87.97 feet;  
thence North 60 degrees 05 minutes 49 seconds West a distance of 83.61 feet;  
thence North 65 degrees 06 minutes 09 seconds West a distance of 82.37 feet;  
thence North 72 degrees 43 minutes 24 seconds West a distance of 100.53 feet;  
thence North 76 degrees 54 minutes 24 seconds West a distance of 32.56 feet;  
thence South 58 degrees 01 minutes 15 seconds West a distance of 41.25 feet;  
thence North 82 degrees 42 minutes 22 seconds West a distance of 103.32 feet;  
thence North 39 degrees 53 minutes 23 seconds West a distance of 40.42 feet;  
thence North 85 degrees 27 minutes 02 seconds West a distance of 129.83 feet;  
thence South 55 degrees 39 minutes 36 seconds West a distance of 25.79 feet;  
thence North 84 degrees 46 minutes 46 seconds West a distance of 35.44 feet;  
thence North 52 degrees 45 minutes 22 seconds West a distance of 31.09 feet;  
thence North 85 degrees 31 minutes 14 seconds West a distance of 112.64 feet;  
thence North 00 degrees 35 minutes 15 seconds West a distance of 15.17 feet  
to the point of beginning.

Parcel 3B

Commencing at the Northwest corner of said Government Lot 5, Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence South 0 degrees 35 minutes, 41 seconds West along the West line of said Government Lot 5 a distance of 1115.62 feet; thence North 89 degrees 24 minutes 19 seconds East a distance of 861.20 feet to the point of Beginning;

thence South 50 degrees 16 minutes 05 seconds East a distance of 94.35 feet;  
thence South 42 degrees 59 minutes 09 seconds East a distance of 219.40 feet;  
thence South 48 degrees 22 minutes 06 seconds West a distance of 24.13 feet;  
thence North 42 degrees 46 minutes 29 seconds West a distance of 219.47 feet;  
thence North 50 degrees 05 minutes 17 seconds West a distance of 88.98 feet;  
thence North 35 degrees 15 minutes 05 seconds East a distance of 22.83 feet;  
to the point of beginning.

**Project:** 808820

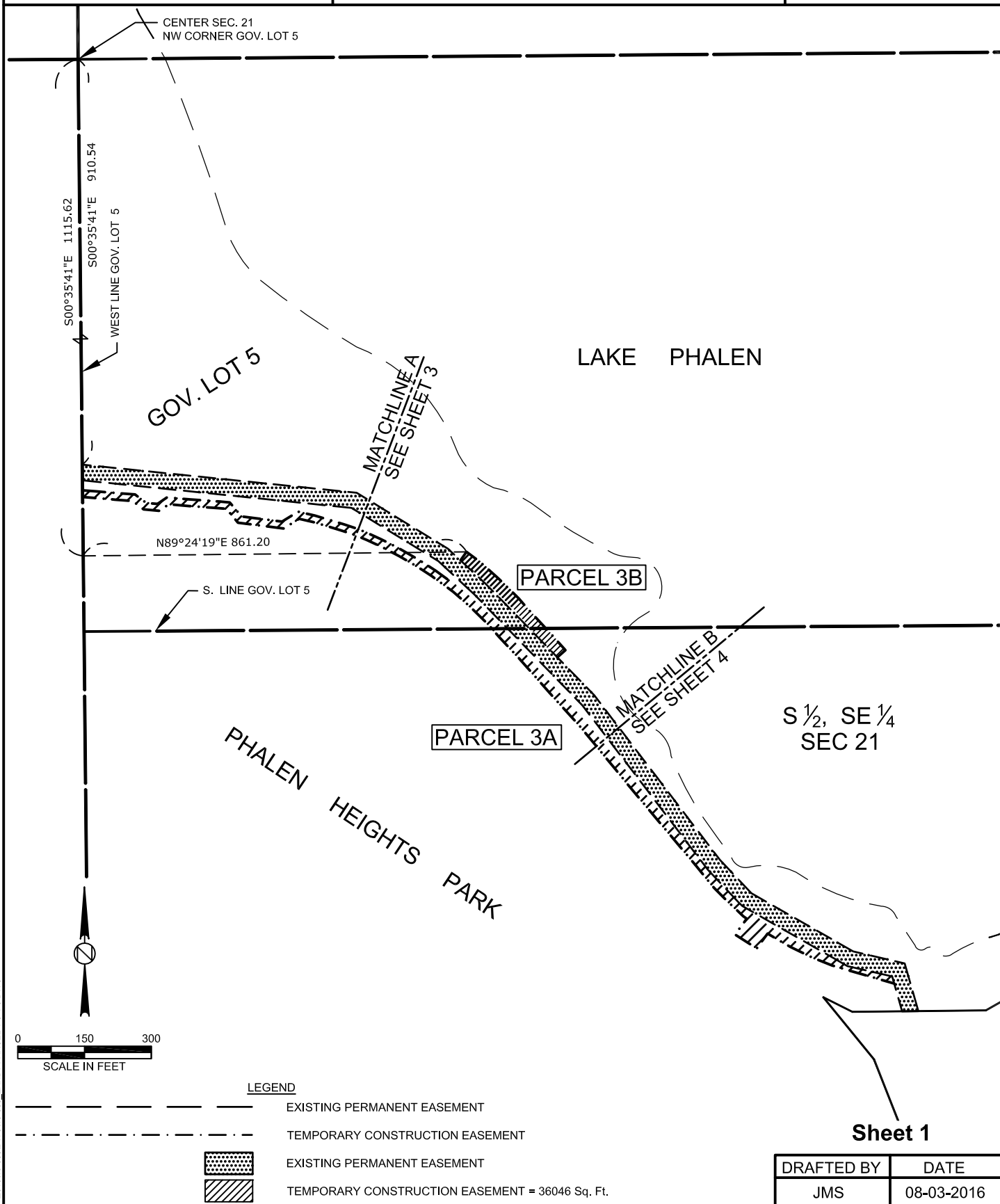
**Parcel:** 3

**County:** Ramsey

Owner: *City of St. Paul*

Address: *Phalen Golf Course*

PID: 21-29-22-42-0002



P:\2015\15-089\DWG\15-089\_EXHBT PARCEL 1-3-4-5.DWG

Project: 808820

Parcel: 3

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 21-29-22-42-0002



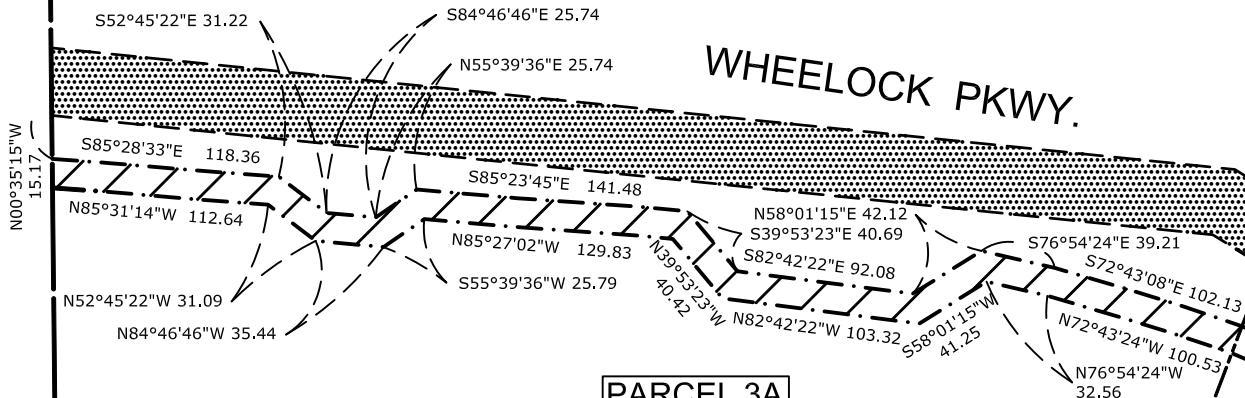
PHALEN DR.

N00°35'41"W 968.41

Northwest Corner of  
Government Lot 5

West line of  
Government Lot 5

LAKE PHALEN



PARCEL 3A

MATCHLINE A  
SEE SHEET 3

IVY AVE. E.

LEGEND

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT



EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 9839 Sq. Ft.



Sheet 2

DRAFTED BY	DATE
JMS	08-03-2016

Project: 808820

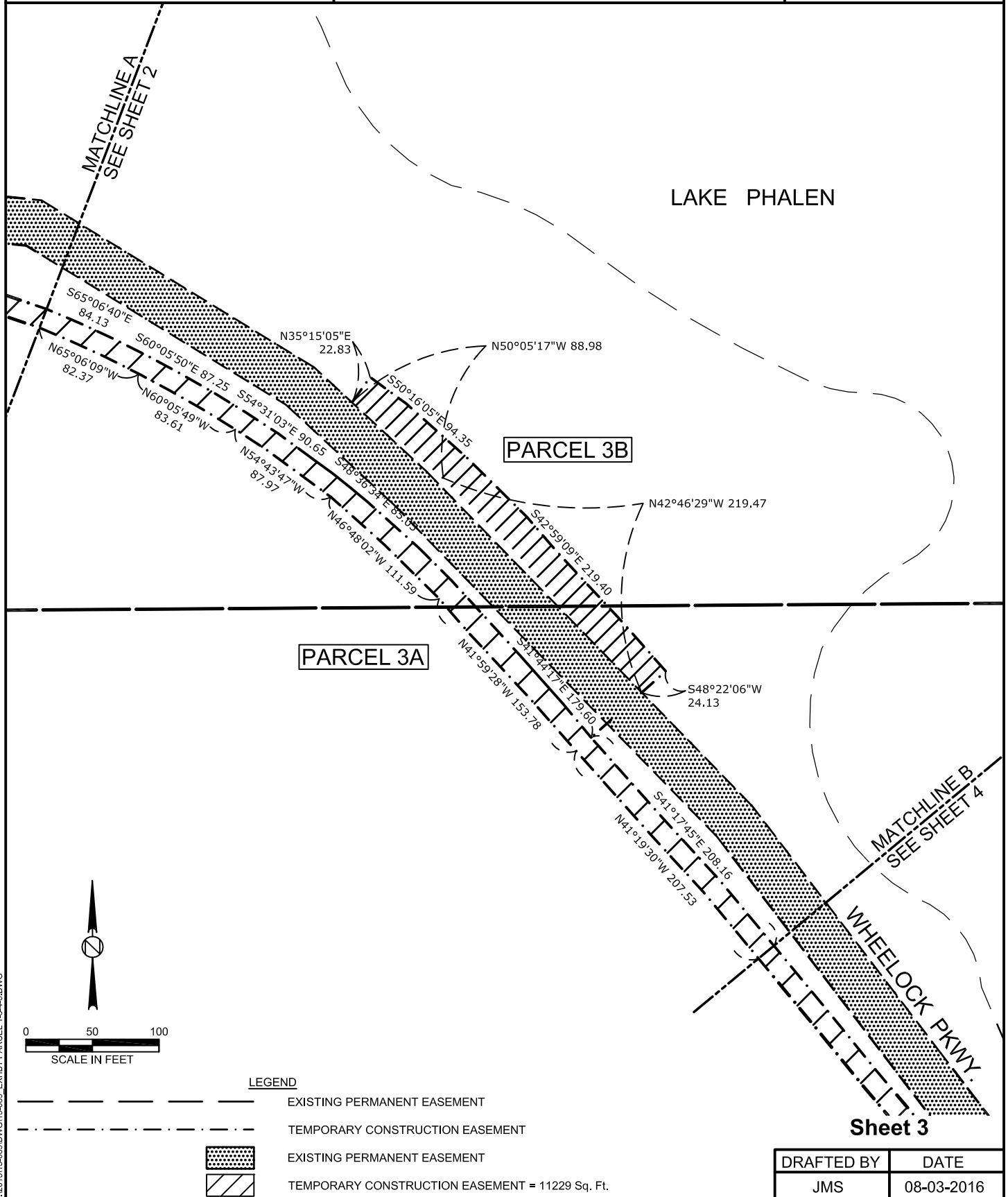
Parcel: 3

County: Ramsey

Owner: City of St. Paul

Address: Phalen Golf Course

PID: 21-29-22-42-0002



**Project:** 808820

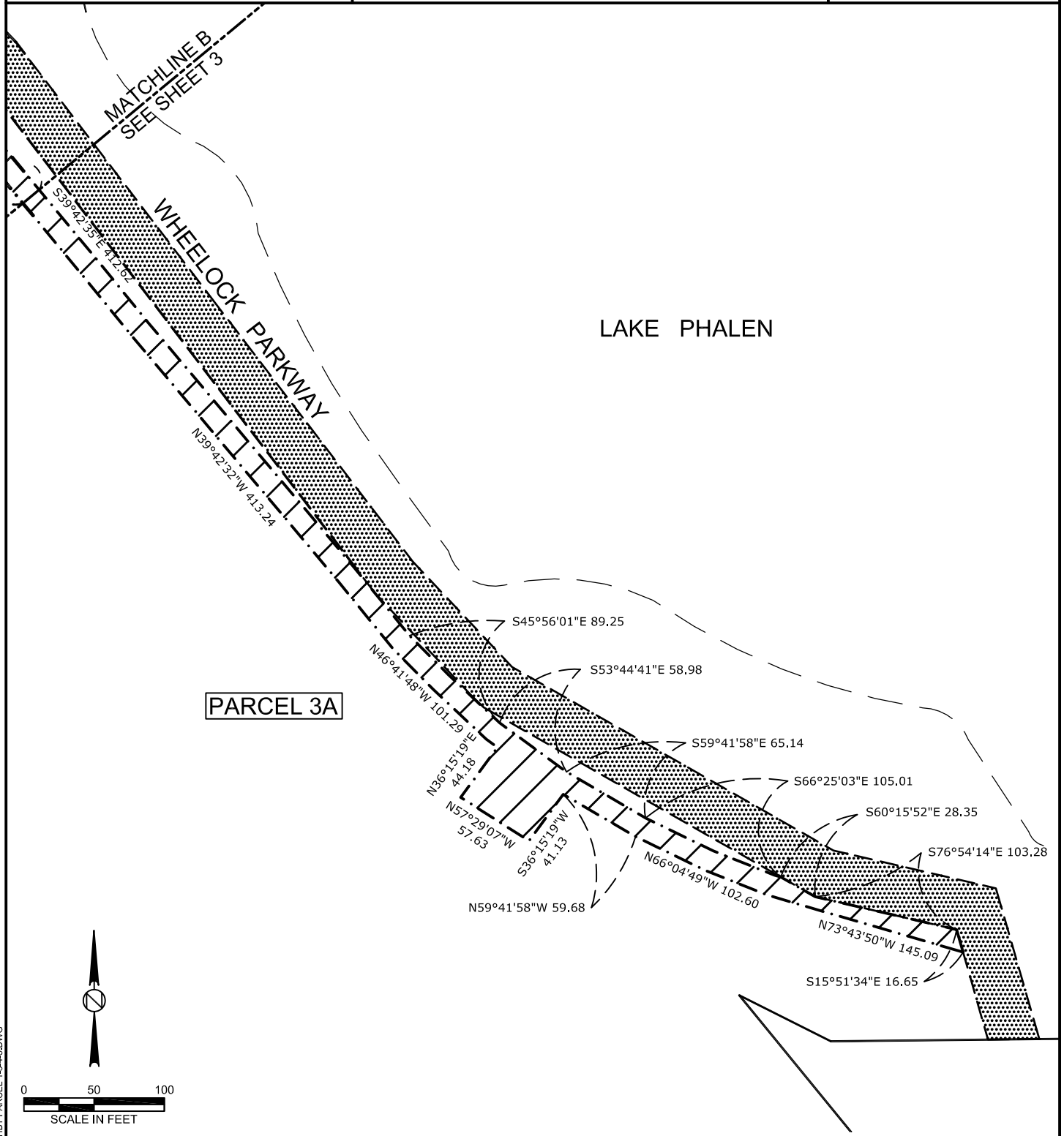
**Parcel:** 3

**County:** Ramsey



**Owner:** City of St. Paul

**Address:** Phalen Golf Course

**PID:** 21-29-22-42-0002



**LEGEND**

- EXISTING PERMANENT EASEMENT
- - - TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING PERMANENT EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT = 14978 Sq. Ft.

**Sheet 4**

DRAFTED BY	DATE
JMS	08-03-2016

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota ("Grantor"), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota ("Grantee"), hereinafter collectively referred to as the "Parties."

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Grant of Easements. Grantor, the owner of the property described on the attached **Exhibit A** (the "City Property"), in consideration of One Dollar and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its permittees, successors and assigns, the following described easement:

### Temporary Construction Easement

A temporary construction easement over, under and across the property legally described on the attached **Exhibit A** (the "Easement Area") for the location, installation, construction, repair, replacement, maintenance, use, and operation of a sewer interceptor and temporary meters (the "Temporary Construction Easement"). Said easement includes the right to perform any necessary restoration activities in the Easement Area as soon as possible following completion of construction activity, but no later than the expiration date of the easement term, as provided in Paragraph 2.

Grantee shall erect temporary fencing around the Easement Area and restrict all construction activity to within the fencing.

Subsequent to the commencement date of the Temporary Construction Easement as written below, and until its expiration date, 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 thereof of the easement area without the express written permission of Grantee.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on April 1, 2017 and expire on December 1, 2017.

3. Restoration. Grantee will ensure that following any construction activity by Grantee, the Easement Area will be restored as far as practicable to its previous condition.

4. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the Temporary Construction Easement described herein.

5. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary easement shall be in writing and shall be deemed to have been duly and properly given three (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: City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> Street, Rm. 1000  
Saint Paul, MN 55102

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

6. The provisions and conditions of this easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.



GRANTOR:

**City of Saint Paul, Minnesota**, a municipal corporation

By: \_\_\_\_\_  
Its Mayor or Deputy Mayor

By: \_\_\_\_\_  
Its Director of Financial Services

By: \_\_\_\_\_  
Its City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

GRANTEE:

**Metropolitan Council**, a public  
corporation and political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA       )  
                                          )ss.  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Weston W. Kooistra, Regional Administrator  
of the Metropolitan Council, a public corporation and political subdivision of the State of  
Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Real Estate Office  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805

## Exhibit A

Parcel 4 - Project 808820  
Abstract & Torrens Property

Page 1  
PID: 21-29-22-12-0001

That part of the following described property:

All that part of Government Lot 6, Section 21, Township 29, Range 22 described as follows:

Commencing at the intersection of the North line of Maryland Street with the East line of said Section 21; thence North 0 degrees 11 minutes East along said Easterly line of said Section 21 854.05 feet; thence South 47 degrees 17 minutes West 232.4 feet; thence South 60 degrees 41 minutes West 492 feet; thence South 89 degrees 43 minutes West 300 feet; thence North 62 degrees 59 minutes West 72.7 feet to the intersection of the Easterly line of the St. Paul Water Works Right of Way; thence South 38 degrees 53 minutes East along said Easterly line of Water Works Right of Way 181.57 feet; thence South 21 degrees 02 minutes East 371.13 feet to the North line of Maryland Street; thence East along said North line of Maryland Street 715.49 feet to the place of Beginning excepting that portion lying between the Easterly line of said Section 21 and the Northern Pacific Railroad Right of Way.

### **Temporary Easement Taking:**

A temporary easement for construction purposes over, under, and across that part of the above described subject property described as follows:

Commencing at the Southeast corner of Government Lot 6, Section 21, Township 29, Range 22, Ramsey County, Minnesota; thence South 89 degrees 39 minutes 20 seconds West along the South line of said Government Lot a distance of 664.92 feet; thence North 0 degrees 20 minutes 40 seconds West a distance of 33.00 feet to the point of beginning; thence South 89 degrees 39 minutes 20 seconds West a distance of 15.05 feet; thence North 04 degrees 49 minutes 58 seconds West a distance of 35.44 feet; thence North 17 degrees 13 minutes 33 seconds West a distance of 42.62 feet; thence North 74 degrees 37 minutes 35 seconds East a distance of 16.05 feet; thence South 16 degrees 03 minutes 42 seconds East a distance of 42.98 feet; thence South 04 degrees 50 minutes 26 seconds East a distance of 39.03 feet to the point of beginning.

**Project:** 808820

**Parcel:** 4

**County:** Ramsey

Owner: *City of St. Paul*

Address: *Phalen Golf Course*

PID: 21-29-22-12-0001



LAKE PHALEN

WHEELOCK  
PKWY.

E. SHORE DR.

JOHNSON  
PARKWAY

GOV. LOT 6

SE CORNER  
GOV. LOT 6

MARYLAND AVE.



0 100 200  
SCALE IN FEET

LEGEND

EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT



EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 1227 Sq. Ft.

**Sheet 1**

DRAFTED BY	DATE
JMS	07-29-2016

**Project:** 808820

**Parcel:** 4

**County:** Ramsey

**Owner:** City of St. Paul

**Address:** Phalen Golf Course

**PID:** 21-29-22-12-0001



LAKE PHALEN

WHEELOCK

PKWY.

E. SHORE DR.

JOHNSON

GOV. LOT 6

PARKWAY

N74°37'35"E 16.05  
N17°13'33"W 42.62  
N04°49'58"W 35.44  
S89°39'20"W 15.05  
S16°03'42"E 42.98  
S04°50'26"E 39.03  
N00°20'40"W 33.00  
S89°39'20"W 664.92

SE CORNER GOV. LOT 6

MARYLAND AVE.

LEGEND

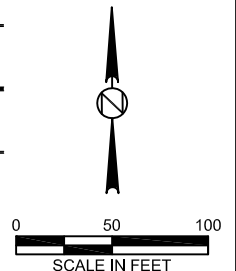
EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT



EXISTING PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT = 1227 Sq. Ft.



**Sheet 2**

DRAFTED BY	DATE
JMS	07-29-2016

P:\2015\15-089\DWG\15-089\_EXHBT PARCEL 1-3-4-5.DWG

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantor”), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“Grantee”), hereinafter collectively referred to as the “Parties.”

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Grant of Easements. Grantor, the owner of the property described on the attached **Exhibit A** (the “City Property”), in consideration of One Dollar and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its permittees, successors and assigns, the following described easement:

### Temporary Construction Easement

A temporary construction easement over, under and across the property legally described on the attached **Exhibit A** (the “Easement Area”) for the location, installation, construction, repair, replacement, maintenance, use, and operation of a sewer interceptor and temporary meters (the “Temporary Construction Easement”). Said easement includes the right to perform any necessary restoration activities in the Easement Area as soon as possible following completion of construction activity, but no later than the expiration date of the easement term, as provided in Paragraph 2.

Grantee shall erect temporary fencing around the Easement Area and restrict all construction activity to within the fencing.

Subsequent to the commencement date of the Temporary Construction Easement as written below, and until its expiration date, 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 thereof of the easement area without the express written permission of Grantee.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on November 1, 2016 and expire on June 1, 2018.

3. Restoration. Grantee will ensure that following any construction activity by Grantee, the Easement Area will be restored as far as practicable to its previous condition.

4. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the Temporary Construction Easement described herein.

5. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary easement shall be in writing and shall be deemed to have been duly and properly given three (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: City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> Street, Rm. 1000  
Saint Paul, MN 55102

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

6. The provisions and conditions of this easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

GRANTOR:

**City of Saint Paul, Minnesota**, a municipal corporation

By: \_\_\_\_\_  
Its Mayor or Deputy Mayor

By: \_\_\_\_\_  
Its Director of Financial Services

By: \_\_\_\_\_  
Its City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public



GRANTEE:

**Metropolitan Council**, a public  
corporation and political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA       )  
                                          )ss.  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Weston W. Kooistra, Regional Administrator  
of the Metropolitan Council, a public corporation and political subdivision of the State of  
Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
Real Estate Office  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805

## Exhibit A

Parcel 5 - Project 808820  
Abstract & Torrens Property

Page 1 of 2  
PID: 28-29-22-11-0001

That part of the following described property:

All that part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 29, Range 22 described as follows: Commencing at a point on the South line of Maryland Street, at an intersection of the westerly line of the Northern Pacific Railroad then southerly along said westerly line of said Right of Way 957.20 feet; thence West parallel to the South line of Maryland Street 352.8 feet to the easterly line of the Right of Way on the St. Paul Water Works; thence northerly along the easterly line of the said Right of Way of the St. Paul Water Works 1,011.19 feet to the South line of Maryland Street; thence East along the South line of Maryland Street 672.53 feet to the place of beginning.

### **Temporary Easement Taking:**

A temporary easement for construction purposes over, under, and across that part of the above described subject property described as follows:

Commencing at the Northeast corner of Section 28, Township 29, Range 22, Ramsey County, Minnesota; thence South 89 degrees 39 minutes 20 seconds West along the North line of said Section 28 a distance of 675.73 feet; thence South 0 degrees 20 minutes 40 seconds East a distance of 33.00 feet to the point of beginning; thence South 04 degrees 01 minutes 28 seconds East a distance of 42.53 feet; thence South 21 degrees 25 minutes 44 seconds East a distance of 678.20 feet; thence North 66 degrees 43 minutes 51 seconds East a distance of 90.86 feet; thence North 23 degrees 53 minutes 50 seconds West a distance of 45.13 feet; thence north 30 degrees 16 minutes 17 seconds West a distance of 96.26 feet; thence North 57 degrees 27 minutes 36 seconds East a distance of 36.92 feet; thence North 25 degrees 25 minutes 12 seconds West a distance of 30.23 feet; thence South 57 degrees 27 minutes 36 seconds West a distance of 33.37 feet; thence North 20 degrees 02 minutes 34 seconds West a distance of 70.95 feet; thence North 13 degrees 03 minutes 30 seconds West a distance of 76.01 feet; thence North 05 degrees 06 minutes 50 seconds West a distance of 82.80 feet; thence North 00 degrees 00 minutes 58 seconds West a distance of 179.83 feet; thence North 80 degrees 00 minutes 00 seconds East a distance of 38.53 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 27.73 feet;

thence South 80 degrees 12 minutes 29 seconds West a distance of 38.61 feet;  
thence North 00 degrees 12 minutes 45 seconds West a distance of 36.86 feet;  
thence North 88 degrees 10 minutes 49 seconds West a distance of 192.61 feet;  
thence North 04 degrees 01 minutes 28 seconds West a distance of 10.52 feet;  
thence South 89 degrees 39 minutes 20 seconds West a distance of 15.03 feet;  
to the point of beginning.

**Project:** 808820

**Parcel:** 5

**County:** Ramsey

**Owner:** City of St. Paul

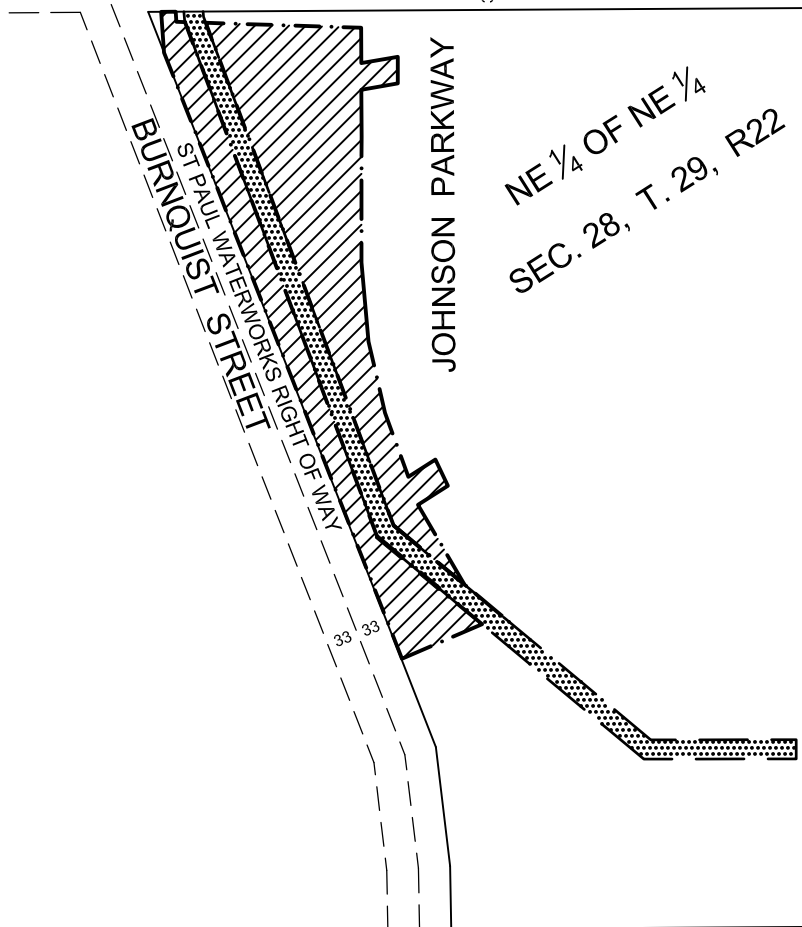
**Address:**

**PID:** 28-29-22-11-0001



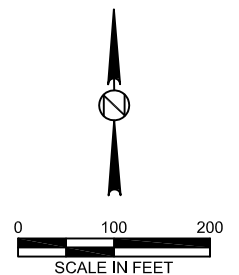
MARYLAND AVE. EAST

NE CORNER SEC 28



**LEGEND**

	EXISTING PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	EXISTING PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT = 66353 Sq. Ft.



**Sheet 1**

DRAFTED BY	DATE
JMS	07-29-2016

Project: 808820

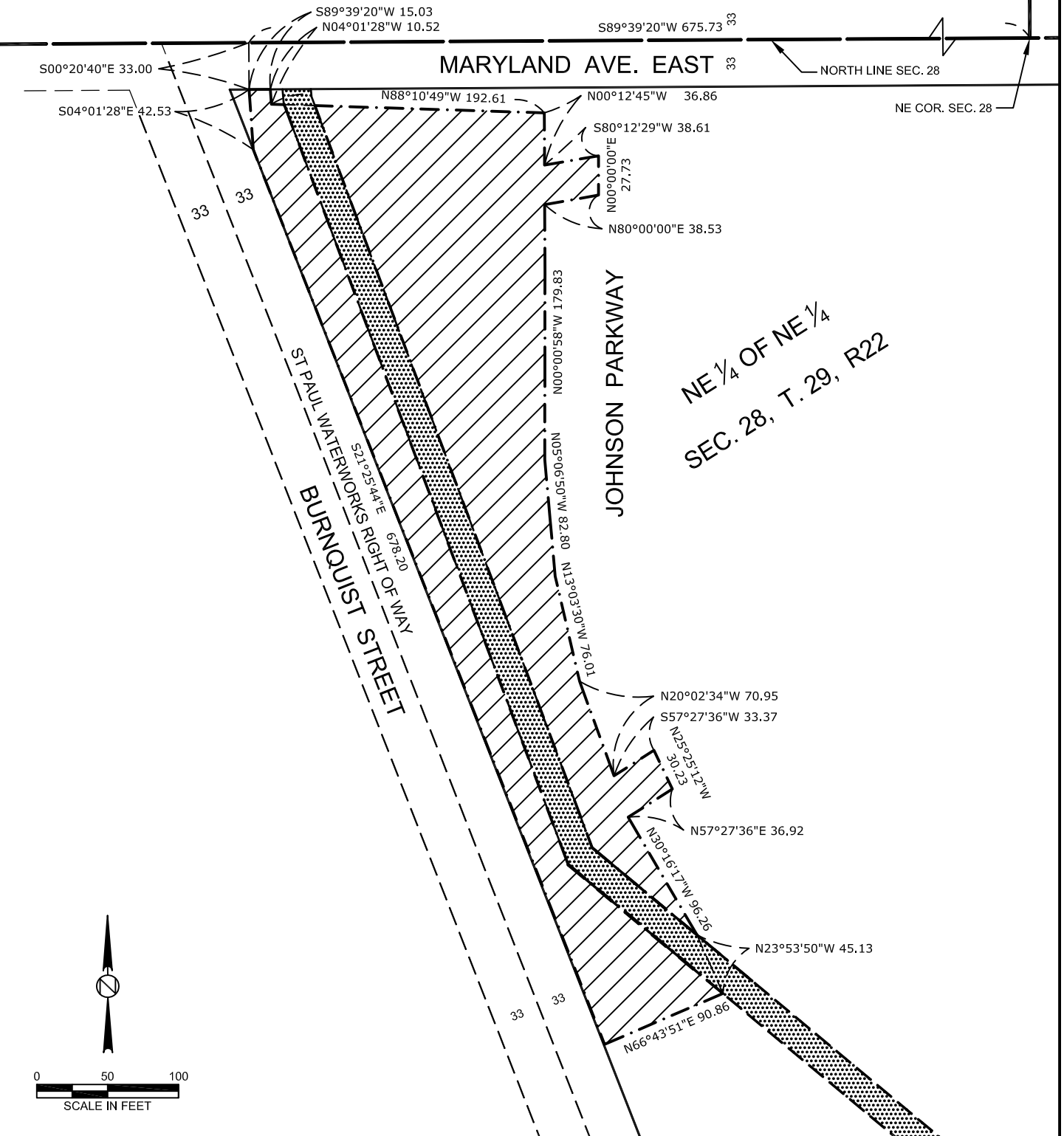
Parcel: 5

County: Ramsey

Owner: City of St. Paul

Address:

PID: 28-29-22-11-0001



LEGEND

---	EXISTING PERMANENT EASEMENT
- - -	TEMPORARY CONSTRUCTION EASEMENT
[Pattern]	EXISTING PERMANENT EASEMENT
[Pattern]	TEMPORARY CONSTRUCTION EASEMENT = 66353 Sq. Ft.

Sheet 2

DRAFTED BY	DATE
JMS	07-29-2016