

**DEVELOPMENT AGREEMENT
(DAYLIGHTING PHALEN CREEK PROJECT)**

This Development Agreement (“**Agreement**”) is entered into this _____ day of June, 2024 (“**Effective Date**”), between the City of Saint Paul, a municipal corporation (“**City**”) and Lower Phalen Creek Project (d/b/a Wakanj Tipi Awanyankapi), a registered 501(c)(3) Minnesota non-profit corporation (“**LPCP**”).

RECITALS

WHEREAS, the purpose of LPCP is to engage people to honor and care for our natural places and the sacred sites and cultural value within them; and

WHEREAS, the City realizes the importance of establishing partnerships with community organizations to provide recreational opportunities and enhanced interpretive and educational services; and

WHEREAS, the City and LPCP now wish to embark on a project of public importance and one of the core missions of LPCP, which is to daylight Phalen Creek (“**Creek**”) from Lake Phalen to the Mississippi River, an ecologically and culturally important waterway that has long been pushed underground by development, which project is known as the Daylighting Phalen Creek Project (“**Project**”); and

WHEREAS, LPCP has engaged a qualified engineer to undertake initial planning, design, and permit coordination of the first reaches of the Project (Reaches 7 & 8 Planning and Design; Reaches 5 & 6 Planning, collectively “**Initial Reaches (Phase 1)**”), with future Reaches to be addressed in phases, via amendment to this Agreement, and as funding and permitting allow; and

WHEREAS, the City wishes to grant LPCP permission to design, construct, and maintain the Project; and

WHEREAS, the City and LPCP intend to enter into a Maintenance Agreement after design and other planning progresses to the point where such agreement is possible, but in any event prior to any construction taking place; and

WHEREAS, the City will amend the Phalen-Keller Regional Park Long Range Plan (formerly “**Master Plan**”) as part of the Project; and

WHEREAS, the City and LPCP now wish to set forth the expectations of each party as to what is needed for the parties to proceed with the Project;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, the City and LPCP hereby agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1 **Daylight:** A process to bring the Creek back above the ground for improved water quality, improved local ecosystems, creation of aquatic habitat, storm water management, and connecting people to nature.
- 1.2 **Design of the Project:** The design of the Project is the product of an ongoing community engagement process and has been mutually agreed to and approved by the City and LPCP, as provided in Article VII (Initial Reaches only).
- 1.3 **Developer:** The entity that is responsible for Project contracts and implementation (LPCP).
- 1.4 **Landowner:** One or more parties with fee interest in the Property.
- 1.5 **Owner:** The City of Saint Paul will be the owner of the Project once complete (although there are one or more Landowners along the Creek).
- 1.6 **Phase 1 Project Cost:** All costs related to Initial Reaches (Phase 1). See *Exhibit B, Preliminary Budget for Initial Reaches (Phase 1)*.
- 1.7 **Project:** As further described below in Article IV, daylighting Phalen Creek.
- 1.8 **Project Description.** The Initial Reaches (Phase I) will restore aquatic habitat directly connected to the south end of Lake Phalen, along the west side of Johnson Parkway between Wheelock Parkway and Jessamine Ave. The ecosystem intended to be restored will include wet meadows, shallow fresh marshes, and seasonally flooded wetlands. A 1,500-linear-foot segment of Phalen Creek will be daylighted and approximately nine acres restored to native habitat within City of Saint Paul property. Additional elements are under discussion. See also *Exhibit A, Map of Initial Reaches (Phase 1)*.
- 1.9 **Property:** The legal description for Reaches 7 and 8. See *Exhibit D, Landowner(s) of Initial Reaches (Phase 1)* and *Exhibit E, Easements/Survey Details for Initial Reaches (Phase 1)*.
- 1.10 **Schedule:** See *Exhibit C, Schedule for Initial Reaches (Phase 1)*.
- 1.11 **Stakeholder Project Team:** The Stakeholder Project Team will include one or more representatives from Ramsey Washington Metro Watershed District (“RWMWD”), Capital Region Watershed District (“CRWD”), Metropolitan Council, Inter-Fluve, Departments of the City of Saint Paul and other LPCP consultants. and shall be led and managed by a partnership between LPCP and the City.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

- 2.1 Representations and Warranties of the City. The City makes the following representations

and warranties:

- (1) The City is a municipal corporation organized and existing pursuant to Minnesota law and its City Charter, and it has the power and authority to enter into this Agreement and carry out its obligations hereunder.
- (2) To its knowledge, neither the execution of this Agreement, the transactions contemplated herein nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with any provision of Minnesota law, the City's charter, administrative code, or legislative code, or any contractual agreements of whatever nature to which the City is now a party.
- (3) The City is not presently aware of any condition or fact which would prevent it from carrying out and performing its obligations under this Agreement.
- (4) The City is not aware of issues or encumbrance that would prevent the Project from proceeding.
- (5) The City will disclose to LPCP any readily available reports in its possession related to Phase 1 and Phase 2 environmental studies and activities related to the Property for which the City is the owner upon LPCP's request.

2.2. Representations and Warranties of LPCP. LPCP makes the following representations and warranties:

- (1) LPCP is a non-profit corporation, duly formed and existing under Minnesota Law.
- (2) LPCP has the authority to enter into this Agreement and to perform its obligations hereunder, and to its knowledge is not in violation of any provisions of the laws of the State of Minnesota.
- (3) To its knowledge, neither the execution of this Agreement, the transactions contemplated herein nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with any provisions of the Articles of Incorporation or By-Laws of, or any contractual agreements of whatever nature to which LPCP is now a party.
- (4) LPCP is not presently aware of any condition or fact which would prevent it from carrying out and performing the obligations under this Agreement.

ARTICLE III TERM AND RIGHT OF ENTRY PERMIT

3.1 Term. This Agreement will become effective upon execution by both parties and will continue until completion of the Project or unless terminated as provided herein. The

anticipated Maintenance Agreement will be negotiated to govern the roles of the parties after that point.

- 3.2 Grant of Right of Entry Permit. The City hereby grants LPCP a non-exclusive, revocable right to enter the Property (the “Right of Entry Permit”) to develop, operate, and maintain the Phase I Project as outlined in the Scope of Work, Article 4.2.
- 3.3 Access. LPCP or its Contractors may only access the Property for the purposes of developing, operating, or maintaining the Phase I Project as outlined in this Agreement.
- 3.4 Notice. LPCP or its Contractors must timely notify the proper City officials in the Department of Parks and Recreation of the dates that access under this Agreement will occur (which may include an ongoing construction notice to proceed) and advise the City of any issues that arise while the access under this Agreement is occurring.
- 3.5 Professional Manner. All access to the Property must be done in a safe and professional manner.
- 3.6 Restoration of Property. LPCP will be responsible for restoring all property, whether owned by the City or other Landowners (whether private or public entities), disturbed because of LPCP or its contractor’s actions that are not under the scope of this Agreement. This could include but is not limited to existing vegetation and existing public infrastructure including the Metropolitan Council Sewer Interceptor.
- 3.7 City Retains Rights. Nothing in this Article shall be interpreted to restrict the City’s ability to access all of its own property, including the property that LPCP has right to access under this Agreement.

ARTICLE IV PROJECT DESCRIPTION

- 4.1 Purpose. LPCP intends to design and daylight portions of Phalen Creek. Phalen Creek historically flowed from the south end of Lake Phalen, meandering for about four miles through what is now the East Side of St. Paul, emptying into the Mississippi River near Wakan Tipi Cave (a.k.a. Carver’s Cave). The Creek has served an important waterway for Dakota communities indigenous to the region. By the 1930’s, the Creek was driven entirely underground in a large storm pipe to make way for housing and other development. Since 1997, Wakan Tipi Awanyankapi has been engaging the community to bring the Creek back above ground, the process of “daylighting.” The benefits of the Project include improved water quality, local ecosystems, and storm water management, as well as creating an aquatic habitat and connecting people to nature.
- 4.2 Scope of Work of the Project. LPCP will be responsible for the construction of the Project in accordance with the Final Design of the Property and the construction schedule pursuant to Article VIII. Both design and construction work are listed in the Preliminary Budget attached hereto as ***Exhibit B***, which the parties agree to update after design and preconstruction scope is complete.

4.3 Maintenance Agreement. The parties will negotiate a separate, mutually acceptable Maintenance Agreement for the Initial Reaches after design and other planning progresses to the point where such agreement is possible. Construction of the Project cannot occur until a Maintenance Agreement is agreed to and fully executed by both parties. Among other elements, the Maintenance Agreement will cover maintenance, inspections, repair, and replacement of the following:

- (1) restored Creek corridor and associated surface water infrastructure;
- (2) storm water infrastructure;
- (3) other utility infrastructure;
- (4) restored native plant meadows, wetlands, and ponds;
- (5) landscaping, including, but not limited to plantings, trails, and hardscapes; and
- (6) management of aquatic life.

The Maintenance Agreement will further address responsibilities including: required notices; emergency response; response, cleanup, and disposal of contaminated materials; regular trash removal; monitoring of water levels of the Creek; sediment removal at inlet/outlet structures; mowing; and necessary vegetation establishment and maintenance. This includes subsurface infrastructure maintenance inclusive of Gopher State One Call (GSOC) locating.

4.4 Future Development. Any proposals for additional improvements or expansion of the Project during the term of this Agreement must be by amendment and signed by both parties. See *Exhibit F, Form of Amendment*.

ARTICLE V PROJECT FUNDING

5.1 Project Construction. LPCP has an estimated design, engineering, and construction budget not anticipated to exceed the amount as stated in *Exhibit B*. LPCP shall be responsible for securing said funds from public and private sources, consistent with this Agreement.

5.2 Unanticipated Project Costs.

- (1) If there are unanticipated expenses for soil remediation or any other unanticipated problems related to the condition of the Property that would limit or reduce the Scope of the Project as described in Article IV of this Agreement unless corrected, LPCP will actively seek and obtain funding from any appropriate sources, public or private, to address the problems in a manner that allows the Project to proceed.
- (2) If, during construction of the Project, the available Project funding is not sufficient to complete the Project as designed, LPCP may: (a) seek additional funds to meet

increased costs; (b) amend the Project scope to reduce costs; or (c) if neither of those options are successful within 12 months after discovering the shortfall, terminate the Project. If funding is not secured LPCP will be in default pursuant to Article X.

(3) Nothing herein obligates the City to provide funding for the Project.

- 5.3 Funding of Inspections, Maintenance, Repair, and Replacement. This will be addressed in a separate Maintenance Agreement. Prior to commencing construction, LPCP will secure funding both for execution of the Project and a five-year establishment period along Reaches 7 & 8. See *Exhibit B*. City to approve funding sources and amounts, not to be unreasonably withheld.
- 5.4 Public Safety. If it is determined by the City in its sole discretion that the Project has a deficiency that is a public safety issue, the City may order LPCP to respond immediately to address that deficiency as provided in Section 10.2. As part of his agreement, LPCP shall provide the City with emergency contact information for 24 hour LPCP response. Further details will be addressed in the Maintenance Agreement.

ARTICLE VI EASEMENT AND PERMIT REQUIREMENTS

- 6.1 Responsibility. Any easement or permit requirements, such as utilities, railroad, trail or other shall be addressed and paid for by LPCP during the design and preconstruction phases of the Project.
- 6.2 Easements. If an easement needs to be obtained, or amended to benefit the Project, said easement will be in the name of the City of Saint Paul, but any costs associated with obtaining the easement or easement amendment will be funded by LPCP.
- 6.3 Permits. LPCP must acquire and pay for any additional permits required for the work permitted.

ARTICLE VII DESIGN, CONTRACTING, AND COMMUNITY ENGAGEMENT

- 7.1 Design Responsibility. LPCP shall be responsible for design of the Project.
- 7.2 Parties' Design Roles. LPCP will be responsible for the design and construction of the Project and will hire a consultant as a Project Cost to provide engineering documents for the design and construction of the Project (Inter-Fluve), which the City hereby approves. LPCP will provide City the opportunity to review and comment on all project deliverables and phases. The Project will need to be submitted and approved through the Department of Safety and Inspections Site Plan Review. LPCP will reasonably incorporate said changes and recommendations. LPCP will consult with the City during the course of the Project, including on any significant change orders to the work of the Project. The City will retain ultimate authority to approve the Final Design of the Project, which approval

will not be unreasonably withheld. Prior to bidding, LPCP will share with the City the contents of the final bid package, including the plans and specifications. City will have the right to make reasonable changes and recommendations to the final bid package, prior to LPCP bidding. LPCP will reasonably incorporate said changes and recommendations.

- 7.3 Community Engagement. The design of the Project has been and will continue to be extensively informed by input from the community and interested stakeholders through a community engagement process. The community engagement process has been and will continue to be led by LPCP with representatives from LPCP, the City, and other community representatives as may be identified through the community engagement process. Community engagement shall meet the Metropolitan Council requirements for approval of the Phalen-Keller Regional Park Long Range Plan (formerly Master Plan) Amendment.
- 7.4 City Expenses. The City will be compensated up to \$65,000 for a staff member to participate as a member of the Stakeholder Project Team and for City to draft and submit the Long Range Plan Amendment discussed in Article 7.5 to the Metropolitan Council. If the City has been compensated the \$65,000 and work remains, LPCP will work with the City to amend the City Expenses to continue participation in the project. LPCP will be responsible for compensating City for all design expenses incurred. City will bill every other month on a time-and-materials basis.
- 7.5 Phalen-Keller Regional Park Long Range Plan Amendment. The Metropolitan Council will require a master plan amendment for the proposed improvements to Phalen-Keller Regional Park. The City will be responsible for drafting and submitting the long range plan amendment. LPCP will be responsible for providing all graphics and community engagement information as needed for the amendment.
- 7.7 Design and Community Engagement Monitoring. The City will have the right to perform any oversight and auditing of the design and community engagement for the Project that the City deems necessary, or to delegate said oversight and auditing at its discretion.

ARTICLE VIII CONSTRUCTION

- 8.1 Construction Responsibility. LPCP will be responsible for all aspects of administering the construction contract. LPCP may hire a general contractor as a Project Cost paid from funds raised by LPCP to advise it during design under a Preconstruction Contract and shall retain a general contractor under a Guaranteed Maximum Price, for the construction of the Project.
- 8.2 Compliance Requirements.
- A. Grant Agreements. LPCP will comply with all requirements of its grant agreement

with the State of Minnesota including, but not limited to subcontracting, contracting, and bidding requirements. LPCP will protect, indemnify, and defend the City and its employees, officers, and agents, from and against any and all claims, demands, and causes of actions of whatsoever nature or character (collectively “claims”), arising out of LPCP’s noncompliance with the requirements of its grant agreements, including but not limited to, its compliance with the requirements of its grant agreement with the State of Minnesota for its Lessard-Sams Outdoor Heritage Council Legacy fund grant.

B. Contracting Requirements. LPCP may determine the appropriate contract form for its contracts. LPCP is required to abide by the following Compliance provisions:

- A. LPCP agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to LPCP’s performance of the provisions of this Agreement. LPCP must apply for, pay for, obtain all permits and/or licenses required and keep such in force during the performance under this Agreement.
- B. LPCP agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.
- C. Compliance and Reporting. LPCP agrees that the Affirmative Action and Vendor Outreach Programs at the City of Saint Paul are core tenants of City values. LPCP is encouraged to comply to the best of its abilities with the programs as outlined below.
 - a. Affirmative Action. LPCP is encouraged to and will encourage its contractors to complete and submit to the Human Rights and Equal Economic Opportunity Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04).
 - b. Vendor Outreach. LPCP is encouraged to make a good faith effort to comply with the goals and values of the City of Saint Paul Vendor Outreach Program contained in Chapter 84 of the Saint Paul Legislative Code.

8.3 Construction Monitoring. The City will have the right to perform any oversight and auditing of the construction of the Project that the City deems necessary, or to delegate said oversight and auditing at its discretion.

**ARTICLE IX
LIABILITY AND INSURANCE**

- 9.1 Insurance. LPCP will acquire and maintain for the Term of this Agreement the following coverage:
- (1) Commercial General Liability Insurance including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, with \$1,000,000 umbrella. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to the City's insurance or self-insurance; (c) not exclude explosion, collapse, and underground property damage; and (d) be written on an "Occurrence Form" policy basis.
 - (2) Worker's Compensation Insurance with no less than statutory minimum limits; and Employer's Liability Insurance with minimum limits of at least \$100,000 per accident and with an all states endorsement.
 - (3) LPCP must provide current insurance certificates prior to the commencement of any actions under this Agreement. The certificates must certify whether the insurance agent has errors and omissions insurance coverage.
 - (4) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of LPCP to purchase and maintain any additional insurance that it believes to be necessary or desirable in relation to this Agreement. Provided, these coverage limits can also be satisfied by application of an Umbrella Policy.
 - (5) Nothing in this Article constitutes a waiver by City of any statutory limits or exceptions on liability.
- 9.2 Indemnification. LPCP will protect, indemnify, and hold harmless the City and its employees, officers, and agents, from and against any and all claims, demands, and causes of actions of whatsoever nature or character (collectively "claims"), arising out of LPCP or its Contractor's acts or omissions related to this Agreement, including claims for injury to or death of person, or loss or damage of property occurring on the Property or in any manner related to LPCP's use and occupancy of Property pursuant to this Agreement.
- 9.3 Liens. LPCP will not permit any lien or encumbrance upon the City's property arising from its activities under this Agreement.

**ARTICLE X
EVENTS OF DEFAULT**

10.1 City Defaults. The occurrence of the following shall constitute a “Default” by the City under this Agreement: Failure of the City to observe or perform any other covenant or obligation under this Agreement, and, to the extent such failure is susceptible to cure, City fails to cure, correct or remedy such failure within 30 days after the receipt of written notice thereof; provided, however, that if the nature of the failure is such that it cannot reasonably be cured within the 30-day period, then the 30-day period will be extended for the length of time reasonably required (but not in excess of an additional 60 days) to complete such cure if the City promptly commences to cure such default within the 30-day period and thereafter diligently prosecutes the cure to completion.

10.2 LPCP Defaults. The occurrence of the following shall constitute a “Default” by LPCP under this Agreement:

- (1) Failure to maintain the non-profit status of LPCP, and such failure is not cured within 30 days after written notice of such failure from the City.
- (2) Failure of LPCP to secure funding prior to commencing construction both for execution of the Project and a five-year establishment period along Reaches 7 & 8.
- (3) Failure of LPCP to observe or perform any other covenant or obligation under this Agreement, and, to the extent such failure is susceptible to cure, LPCP fails to cure, correct or remedy such failure within 30 days after the receipt of written notice thereof provided, however, that if the nature of the failure is such that it cannot reasonably be cured within the 30-day period, then the 30-day period will be extended for the length of time reasonably required (but not in excess of an additional 60 days) to complete such cure if LPCP promptly commences to cure such default within the 30-day period and thereafter diligently prosecutes the cure to completion.

10.3 City Action Upon LPCP Default. If any scenarios under Article 10.2 cause LPCP to default, the City may revoke LPCP’s Right of Entry Permit to do any work on the Property, decommission some or all of the Project, and require LPCP to work with the City to find a new funding partner which the City may or may not work with at the City’s sole discretion.

ARTICLE XI TERMINATION

11.1 Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

11.2 For Cause. This Agreement may be terminated for cause in the event either party has a Default listed in Article X above that has not been cured. The party seeking termination must give written notice of the nature of the default, and the time, if any, to cure.

11.3 City Options Upon Termination. If this Agreement is terminated pursuant to any provision of this Article, pursuant to Article 3.1, the City will have the right to assess all of its options related to this Agreement, including but not limited to determining future funding and maintenance sources. Notwithstanding any other requirement of this Agreement, upon termination of this Agreement the City has the right to decommission some or all of the Project and will retain full authority to determine the future of the Creek.

**ARTICLE XII
MISCELLANEOUS**

12.1 Conflicts of Interest. No member of the governing body of LPCP shall have any financial interest, direct or indirect, in this Agreement or any contract, agreement, or other transaction contemplated to occur or be undertaken to effect the purpose of this Agreement.

12.2 Notices and Demands. Any notice under this Agreement by either party to the other shall be sufficiently given when it is sent by registered or certified mail, postage prepaid, return receipt requested, with copies via email to the address of record or their successors, and addressed to the following (or their successor as confirmed in writing):

WAKAŃ TIPI AWAŃYADŃKAPI
Attn: Maggie Lorenz, Exec. Dir.
332 Minnesota St., Ste. W1520
St. Paul, MN 55101
Email: mlorenz@wakantipi.org

With copy to:

LPCP Board member:
Glenn Johnson
Email: gjohnson@mairsandpower.com

CITY OF SAINT PAUL
Parks and Recreation
Attn: Director
25 W. 4th St., Ste. 400
St. Paul, MN 55102
Email: andy.rodriguez@ci.stpaul.mn.us

With copy to:

CITY OF SAINT PAUL
City Attorney's Office Civil Division
Attn: Parks and Recreation Attorney
15 W. Kellogg Blvd., 400 City Hall
Saint Paul, MN 55102
Email: sarah.sullivan@ci.stpaul.mn.us

12.3 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota and any litigation will be venued in the Ramsey County District Court.

12.4 Independent Contractors. Nothing in this Agreement is intended to or should be construed as creating a joint venture or partnership among or between the parties.

12.5 Assignment. This Agreement may not be assigned without consent of the parties and any attempt to assign it without consent will be void.

- 12.6 Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 12.7 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed: (a) to be “written” or “in writing”; (b) to have been signed; and (c) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

In witness whereof parties have caused this Agreement to be duly executed on the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SAINT PAUL

LOWER PHALEN CREEK PROJECT
(d/b/a WAKAD TIPI AWADYADKAPI)

Mayor

Maggie Lorenz, Executive Director

Director of Parks and Recreation

Director of Finance

City Clerk

Approved as to form:

Assistant City Attorney

LIST OF EXHIBITS

Exhibit A	Map of Initial Reaches (Phase 1)
Exhibit B	Preliminary Budget for Initial Reaches (Phase 1)
Exhibit C	Schedule for Initial Reaches (Phase 1)
Exhibit D	Landowners of Initial Reaches (Phase 1)
Exhibit E	Easements/Survey Details for Initial Reaches (Phase 1)
Exhibit F	Form of Amendment

Exhibit A: Map of Initial Reaches

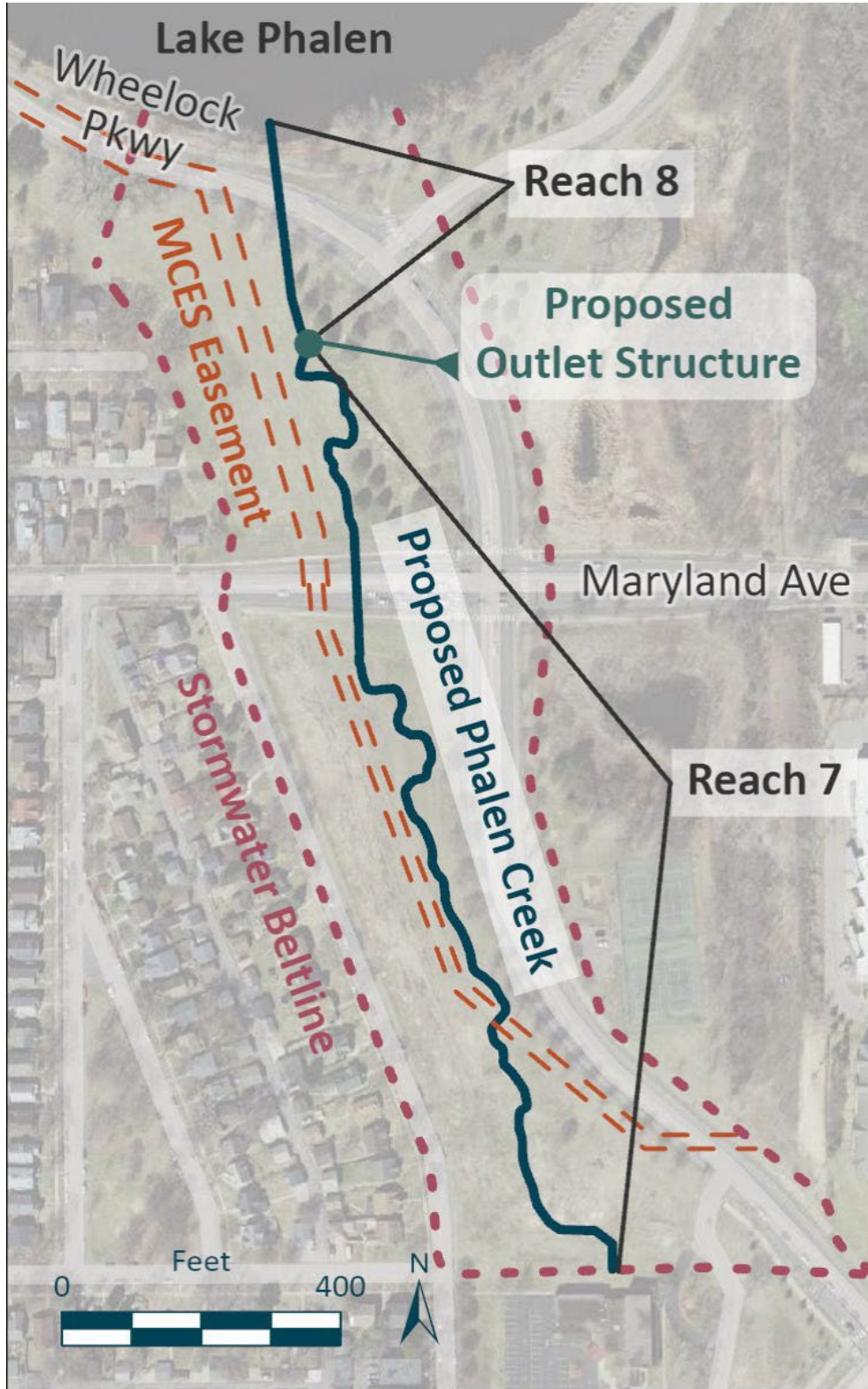


Exhibit B - Preliminary Budget for Initial Reaches (Phase 1 - As of 5/7/2024)

Account Code	Account Description	Budget	Notes
4115	Government Grants	3,312,000	Lessard-Sams Outdoor Heritage Council (LSOHC)
4025	Foundation - Restricted	110,500	Cottonwood, McNeely, Mortenson
4200	Other revenue	1,407,048	Additional funds to be raised
	Total Sources of Funds	<u>4,829,548</u>	

Account Code	Account Description	Budget	Notes
5010	Salary & Wages	<u>136,200</u>	WTA Project Staff
	Sub Total: Salary & Wages	<u>136,200</u>	
5105.01	Engineering Fees	976,458	Inter-Fluve & Gale-Tec (Reaches 7-8, 10% Reaches 5-6)
5105.02	Project Management	225,000	Milestone Real Estate Partners
5105.03	City of St. Paul Parks & Rec	65,000	City of Saint Paul
5105.04	Legal Fees	20,000	Van Norman
5105.05	Landscape Design	104,213	Damon Farber (Reaches 7-8)
5105.06	Environmental	21,753	Landmark
5140	Fundraising Consultant	6,000	Table Forte
5160	Other Professional Services	9,950	Cultural Design Review & Engagement (Full Circle)
	Sub Total: Contract Services	<u>1,428,374</u>	
5640	Construction	2,308,047	Reaches 7-8 (includes contingency)
5670	Landscaping	720,000	Reaches 7-8
	Sub Total: Construction	<u>3,028,047</u>	
5500	Travel and Meetings	1,000	Staff Travel (in-state)
5250	Cultural Connections	4,200	Indigenous Review Committee Stipends
5215.01	Equipment & Materials	1,000	Other Equipment/Tools (community engagement)
5210	Program Supplies	1,000	Supplies/Materials (community engagement)
5290	Other Program Expenses	500	Community Engagement/meetings
5600	Project Contingency	229,227	10% (excludes construction)
	Sub Total: Other Costs	<u>236,927</u>	
	Total Uses of Funds	<u>4,829,548</u>	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025						
								12/17	1/7	1/28	2/18	3/10	3/31	4/21	5/12	6/2	6/23	7/14	8/4	8/25	9/15	10/6	10/27	11/17	12/8	12/29
1	★	NTP	1 day	Tue 3/14/23	Tue 3/14/23																					
2	➡	10% Engineering Design (7/8)	19 days	Wed 3/15/23	Mon 4/10/23	1																				
3	➡	10% Engineering (5/6)	24 days	Wed 3/15/23	Mon 4/17/23	1																				
4	➡	10% Concept Rendering (7/8)	21 days	Wed 4/12/23	Wed 5/10/23	2FS+1 day																				
5	➡	MCES Meeting	1 day	Mon 5/1/23	Mon 5/1/23	2,3FS+9 days																				
6	➡	Indigenous Review Committee	1 wk	Mon 5/8/23	Fri 5/12/23	5FS+4 days																				
7	➡	Stakeholder (Watershed) Meeting	1 wk	Mon 5/15/23	Fri 5/19/23	4FS+2 days																				
8	➡	Public Meeting for 10% Design	1 wk	Mon 5/22/23	Fri 5/26/23	7																				
9	➡	30% Design Kickoff Meeting	1 day	Wed 6/28/23	Wed 6/28/23																					
10	➡	30% Engineering Design	41 days	Thu 6/29/23	Thu 8/24/23	9																				
11	➡	30% Design review and scheduling meeting	1 day	Tue 8/29/23	Tue 8/29/23	10FS+2 days																				
12	➡	Indigenous Review Committee	1 day	Mon 8/28/23	Mon 8/28/23	14SS+10 days																				
13	➡	Engagement Planning Mtg	1 day	Tue 9/5/23	Tue 9/5/23	12FS+5 days																				
14	➡	30% Graphic rendering	25 days	Mon 8/14/23	Fri 9/15/23	11FS-12 days																				
15	➡	Public Meeting for 30% Design	1 day	Mon 9/25/23	Mon 9/25/23	14FS+5 days																				
16	★	RWMWD SWMM Model Meeting	1 day	Wed 1/24/24	Wed 1/24/24																					
17	★	Groundwater Test Pits	1 day	Wed 1/24/24	Wed 1/24/24																					
18	➡	60% design	6 mons	Mon 1/22/24	Fri 7/5/24	15FS+5 days																				
19	★	DNR Check-In Meeting	1 day	Mon 3/4/24	Mon 3/4/24	18SS+30 days																				
20	★	RWMWD Check-In Meeting	1 day	Wed 3/6/24	Wed 3/6/24	18SS+32 days																				
21	★	60% City Maintenance Meeting	1 day	Wed 7/10/24	Wed 7/10/24	18FS+2 days																				
22	★	60% Stakeholder Review Meeting - MET Council and City of St. Paul	1 day	Thu 7/11/24	Thu 7/11/24	18FS+3 days																				
23	★	60% IRC Meeting	1 day	Fri 7/12/24	Fri 7/12/24	18FS+4 days																				
24	★	60% Stakeholder Review Meeting- RWMWD	1 day	Mon 7/15/24	Mon 7/15/24	18FS+5 days																				
25	★	60% Public Meeting	1 day	Wed 7/17/24	Wed 7/17/24	18FS+7 days																				
26	➡	90% design + Permit Submission	2 mons	Thu 8/8/24	Wed 10/2/24	25FS+15 days																				
27	★	90% Stakeholder Meeting	1 day	Thu 10/10/24	Thu 10/10/24	26FS+5 days																				
28	★	90% IRC Meeting	1 day	Thu 10/10/24	Thu 10/10/24	26FS+5 days																				
29	➡	100% Design	30 days	Thu 12/26/24	Wed 2/5/25	26FS+60 days																				
30	➡	Bidding	1 mon	Thu 2/6/25	Wed 3/5/25	29																				
31	★	Pre-Construction Public Meeting	1 day	Mon 2/24/25	Mon 2/24/25	29FS+12 days																				
32	➡	Construction Start	1 day	Thu 3/27/25	Thu 3/27/25	30FS+15 days																				
33	➡	Construction Phase	9 mons	Thu 3/27/25	Wed 12/3/25	32SS																				

Project: Project_Schedule_DRAF
Date: Tue 4/9/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

Exhibit D: Property Owners of Initial Reaches (Phase 1)

Reach 7: City of Saint Paul

Reach 8: City of Saint Paul

Exhibit E. – Easements



Doc No **T02625371**

Certified, filed and/or recorded on
Oct 10, 2018 9:13 AM

Office of the Registrar of Titles
Ramsey County, Minnesota
Susan R Roth, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 501

Pkg ID 1268365E

Document Recording Fee Torrens	\$46.00
Memorial Entry - Additional Certificates	\$40.00
<i>Document Total</i>	\$86.00

Existing Certs

18246, 558756, 603957

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT ("Agreement") is made this 10th day of August, 2018, ~~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."

- A. Grantor is the owner of the fee title to real property situated in Ramsey County, Minnesota legally described as follows:

See legal description attached hereto as Exhibit A (the "City Property").

- B. Pursuant to that certain easement dated June 13, 1975, attached as **Exhibit B** (the "1975 Easement"), and that certain easement dated April 12, 1977, recorded on September 23, 1977 as Document Number 1978903 by the Ramsey County Recorder, attached hereto as **Exhibit C** (the "1977 Easement"), hereinafter collectively referred to as the "Original Easement Agreements," Grantor granted to the Metropolitan Waste Control Commission, an agency of and predecessor in interest to Grantee, perpetual easements for sanitary sewer purposes.
- C. The Original Easement Agreements incorrectly described certain portions of the property intended to be affected by the easements granted therein; specifically, the parcels identified in Exhibit A of the 1975 Easement as "Easement 2" and "Easement 3," and the parcels identified in Exhibit A of the 1977 Easement as "1CR1" and "1BR," collectively referred to as the "Existing Easement Areas."
- D. Grantor and Grantee wish to terminate certain portions of the Original Easement Agreements as they relate to the Existing Easement Areas.
- E. Grantor and Grantee wish to replace those portions of the Original Easement Agreements and to provide for the conveyance of a new easement as hereafter set forth.

NOW THEREFORE, in consideration of the facts stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, the Parties agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part hereof by this reference.
2. Termination of Certain Portions of the Original Easement Agreements. The Original Easement Agreements are hereby terminated as to the Existing Easement Areas identified in Paragraph C above. Grantee hereby disclaims any right, title or interest in or to any or all of the Existing Easement Areas that Grantee may have obtained by virtue of the Original Easement Agreements.

3. Grant of Perpetual Sanitary Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over, under and across the property legally described in **Exhibit D** attached hereto (the "Easement Area"), for the location, installation, construction, repair, replacement, maintenance, use and operation of a sewer interceptor, temporary meter and other related improvements with the exception of any above ground permanent buildings or structures (the "Sanitary Sewer Easement"). Said easement includes the right of ingress and egress over and across the City Property by Grantee and its agents, employees, permittees and contractors for the use of the Easement Area to exercise the rights and privileges herein granted. Any use of the Easement Area, as described above, that would require additional use of City Property adjacent to but outside of the Easement Area, will require Grantee to obtain temporary construction easements from Grantor.

The Sanitary Sewer Easement further includes the right of Grantee to cut, trim or remove from the Easement Area any trees, shrubs, undergrowth or other vegetation as in Grantee's judgment unreasonably interferes with the use of the Easement Area by Grantee, but not without proper advance notice to Grantor and provided that Grantee shall take all reasonable precautions to prevent any damage to the City Property.

Subsequent to the execution of the Sanitary Sewer Easement, 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 consent of Grantee.

4. Restoration. Grantee will ensure that following any activity by Grantee within the Easement Area and any future temporary construction easement area(s) that may be required to service the sewer facilities, said easement areas will be restored as far as practicable to their previous condition.

5. 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 Sanitary Sewer Easement described herein.

6. 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. 4th Street, Rm. 1000
Saint Paul, MN 55012

Grantee: Metropolitan Council

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

7. The provisions and conditions of this Agreement 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.

[signature pages attached]

GRANTOR:

City of Saint Paul, Minnesota, a municipal corporation

By: Jaime Rae Tincher
Its Mayor or Deputy Mayor

By: Tedd P. Hurley
Its Director of Financial Services

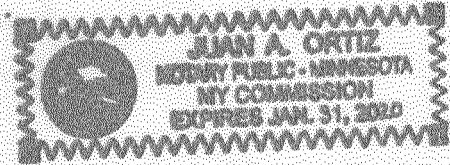
By: Shari Moore
Its City Clerk

Approved as to form:

P. Warner 7-18-18
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 6th day of August, 2018, by Jaime Rae Tincher, Mayor or Deputy Mayor, Tedd P. Hurley, Director, Office of Financial Services and Shari Moore, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

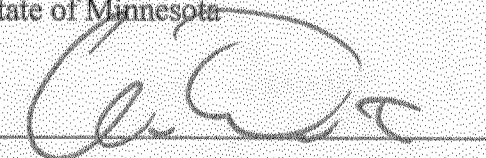


Juan A. Ortiz
Notary Public

GRANTEE:

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

By: _____



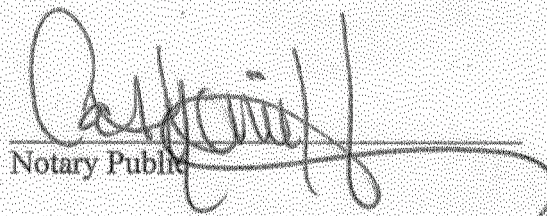
Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of August, 2018, 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

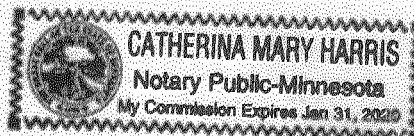


EXHIBIT A

(ABSTRACT)

The Northeast Quarter of the Southwest Quarter of Section 21, Township 29, Range 22 in Ramsey County Minnesota

AND

Lots Three and four, Block 1, Phalen Shores, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

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 streets,

The following: Government Lot 5 and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 29, Range 22.

(TORRENS)

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 South $0^{\circ} 11'$ East along said Easterly line of said Section 21 854.05 feet, thence South $47^{\circ} 17'$ West 232.4 feet, thence South $60^{\circ} 41'$ West 492 feet, thence South $89^{\circ} 43'$ West 300 feet, thence North $62^{\circ} 59'$ West 72.7 feet to the intersection of the Easterly line of the St. Paul Water Works Right of Way, thence South $38^{\circ} 53'$ East along said Easterly line of Water Works Right of Way 181.57 feet, thence South $21^{\circ} 02'$ East 371.13 feet to the North line of Maryland Street, thence East along said North line of

Maryland Street 71.49 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.

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 to the South line of Maryland Street, at an intersection of the Westerly line of the Northern Pacific Rail Road 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 1011.19 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.

EXHIBIT B

EASEMENT

THIS INSTRUMENT, Made this 13th day of June,
1975, by and between THE CITY OF SAINT PAUL, a municipal corporation
organized and existing under the laws of the State of Minnesota,
party of the first part, and the METROPOLITAN WASTE CONTROL COMMISS-
SION, a duly constituted agency of the Metropolitan Council, party
of the second part;

WITNESSETH; That the said party of the first part, in consid-
eration of One Dollar and other good and valuable consideration, to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, does hereby Grant, Bargain, Sell,
Convey and Warranty to said party of the second part the permanent
non-exclusive easements for sanitary sewer purposes, including but
not limited to the right to construct, reconstruct, maintain, oper-
ate and repair underground sewer mains, pipes and appurtenances, and
the right of ingress and egress for such purposes, situate in Ramsey
County, Minnesota, described on Exhibit A attached hereto and made a
part hereof.

IN TESTIMONY WHEREOF, The said party of the first part has
caused these presents to be duly executed as of the day and year
first above written.

(Corporate Seal)

THE CITY OF SAINT PAUL
By [Signature]
Mayor
[Signature]
Director, Department of Finance
and Management Services
[Signature]
City Clerk


STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this
13th day of June, 1975, by Lawrence D. Cohen, Mayor,
Roger A. Mattson, Director of the Department of Finance and Manage-
ment Services, and Mrs. Rose Mix, City Clerk, of the City of Saint
Paul, a municipal corporation, on behalf of said City.

Albert B. Olson

Notary Public, Ramsey County, Minn.
My commission expires _____

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

 ALBERT B. OLSON
Notary Public, Ramsey Co. Minn.
MY COMMISSION EXPIRES
November 18, 1980

FORM APPROVED
[Signature]
Asst. City Attorney

St. Paul Water Board right of way. The center line of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 529.14 feet to the point of beginning of the centerline to be described; thence southerly, deflecting to the left 98 degrees 17 minutes 00 seconds; a distance of 578.50 feet; thence southeasterly, deflecting to the left 41 degrees 33 minutes 55 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Together with a temporary construction easement over, under and across that part of the Northeast Quarter of said Section 28, lying 50 feet on each side of the above-described centerline.

Said temporary easement expires December 31, 1976.

Easement 3

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of 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 west along the south line of said Section 21 a distance of 529.14 feet; thence northerly, deflecting to the right 81 degrees 43 minutes 00 seconds, a distance of 33.35 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 18 degrees 07 minutes 50 seconds, a distance of 618.32 feet; thence northwesterly a distance of 488.95 feet along a nontangential curve, concave to the northeast having a radius of 675 feet, and central angle of 41 degrees 30 minutes 13 seconds, the chord of said curve deflects 31 degrees 57 minutes 22 seconds, to the left from the last described line; thence northwesterly tangent to said curve 252.81 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central

angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 730.35 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 47 degrees 35 minutes 35 seconds; thence westerly tangent to said curve 265.92 feet; thence westerly a distance of 278.47 feet along a tangential curve, concave to the north having a radius of 300.00 feet and a central angle of 53 degrees 11 minutes 00 seconds; thence northwesterly tangent to said curve 134.38 feet; thence northerly a distance of 149.83 feet along a tangential curve, concave to the east having a radius of 300.00 feet and a central angle of 28 degrees 28 minutes 00 seconds; thence northerly tangent to said curve 136.41 feet; thence northwesterly a distance of 780.74 feet along a tangential curve, concave to the southwest having a radius of 735.00 feet and a central angle of 60 degrees 51 minutes 40 seconds; thence northwesterly tangent to said curve 588.25 feet; thence northerly, deflecting to the right 21 degrees 17 minutes 55 seconds, a distance of 331.77 feet; thence northwesterly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northerly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21, lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

Easement 1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3, and vacated Lots 8 through 14 and 22, Block 4, KIEFFER PARK, according to the plat thereof on file in the Office of the Register of Deeds, in and for Ramsey County, Minnesota, located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the centerline to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Together with a temporary construction easement over, under, and across that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of said Section 27, lying 20 feet on each side of the above-described centerline, and

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16, lying southwesterly of a line drawn 50 feet easterly of and parallel to the above-described centerline.

Said temporary easements expire on December 31, 1975.

Easement 2

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the Northeast Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of

EXHIBIT C

21721

1978903

SEP 23 1 52 PM '77

EASEMENT

THIS INSTRUMENT, Made this 12 day of April, 1977, by and between the CITY OF SAINT PAUL, a municipal corporation organized and existing under the laws of the State of Minnesota, party of the first part, and the METROPOLITAN WASTE CONTROL COMMISSION, a duly constituted agency of the Metropolitan Council created and organized pursuant to Minnesota Laws 1968, Chapter 449, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, perpetual permanent and temporary construction easements for sanitary sewer purposes, including but not limited to the right to construct, reconstruct, maintain, operate and repair underground sewer mains, pipes and appurtenances, and the right of ingress and egress for such purposes, situate in Ramsey County, Minnesota, described in Exhibits A, Parcels 1A, 1B, 1C, 1D, and 1E, said exhibits attached hereto and made a part hereof. And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid. And the above-bargained and granted easements, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, hereinbefore mentioned, the said party of the first part will warrant and defend.

NOTED BY AUDITOR

SEPT. 20 1977
LOU MEKEHNA

Auditor Ramsey County, Minnesota
[Signature]

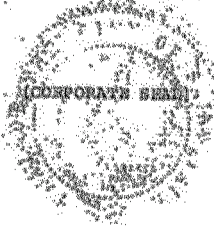
-1-

9845

300.00 TH ABLE R

Page 1 of 8

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed in its corporate name by its mayor and Director of Finance & Management Services, and its City Clerk and its corporate seal to be hereunto affixed the day and year first above written.



CITY OF SAINT PAUL
By George Latimer
MAYOR
By Rosa Mix
CITY CLERK
By Bernard Carlson 4-16-77
Its Director of Finance & Management Services

FORM APPROVED
1978903

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged this 12 day of April, 1977, by George Latimer, Rosa Mix, and Bernard Carlson, the Mayor, City Clerk, and Director of Finance of the CITY OF SAINT PAUL, a municipal corporation, on behalf of the corporation, by authority of the City Council and that said George Latimer, Rosa Mix, and Bernard Carlson acknowledged same to be the true act and deed of said corporation.

This instrument was drafted by Richard Meyers, 1758 Venus Ave., St. Paul, Minnesota, 55112

Joanna Rettner
JOANNE RETTNER
Notary Public, Ramsey Co. Pa.
MY COMMISSION EXPIRES
April 22, 1978

STATE DEED TAX DUE \$ Exempt

EXHIBIT A

DESCRIPTION OF EASEMENT: 1a

1978903
A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3 and vacated Lots 8 through 14 and 22, Block 4 KIEFFER PARK, according to the plat on file in the Office of the Register of Deeds, all in the Northwest Quarter of the Northwest Quarter of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across that part of the above described tract lying 20 feet on each side of the above described centerline.

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16 lying 50 feet easterly of the above described centerline.

Said temporary easement expires December 31, 1978.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 BR

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the North-east Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of the St. Paul Water Board right of way. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 CR1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of Section 21, Township 29 North, Range 22 West, Ramsay County, Minnesota. The centerline of said easement is described as follows:

1978903

Commencing at the southeast corner of said Section 21; thence west along the south line of said Section 21 a distance of 644.76 feet; thence northerly, deflecting to the right 85 degrees 29 minutes 30 seconds, a distance of 75.23 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 11 degrees 05 minutes 00 seconds, a distance of 453.88 feet; thence northwesterly, deflecting to the left 19 degrees 49 minutes 55 seconds, a distance of 32.08 feet; thence northwesterly a distance of 459.04 feet along a non-tangential curve, concave to the northeast having a radius of 636.89 feet, a central angle of 41 degrees 17 minutes 46 seconds, and the chord of said curve deflects 32 degrees 34 minutes 10 seconds to the left from the last described line; thence northwesterly tangent to said curve 167.25 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.73 feet; thence westerly a distance of 347.65 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 22 degrees 39 minutes 16 seconds; thence westerly, deflecting to the left 17 degrees 34 minutes 59 seconds from the tangent of the last described curve, a distance of 682.64 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 northerly tangent to said curve 207.09 feet; thence northerly, deflecting to the right 20 degrees 36 minutes 15 seconds, a distance of 539.72 feet; thence northwesterly, deflecting to the left 42 degrees 49 minutes 15 seconds, a distance of 744.72 feet; thence westerly, deflecting to the left 10 degrees 12 minutes 00 seconds, a distance of 277.29 feet; thence northwesterly, deflecting to the right 21 degrees 17 minutes 55 seconds,

1978903

a distance of 331.77 feet; thence westerly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northwesterly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 E

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota southerly of Parkway Drive lying 250 feet north-easterly of and adjacent to a line described as commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 795.10 feet; thence southeasterly, deflecting to the right 61 degrees 49 minutes 00 seconds, a distance of 350.88 feet; thence southerly, deflecting to the right 14 degrees 40 minutes 00 seconds, a distance of 290.30 feet to the point of beginning of the line to be described; thence southeasterly, deflecting to the left 25 degrees 20 minutes 00 seconds, a distance of 1000 feet and there terminating. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 969.65 feet; thence southerly, deflecting to the right 91 degrees 19 minutes 37 seconds, a distance of 461.77 feet; thence southerly, deflecting to the left 32 degrees 08 minutes 35 seconds, a distance of 191.03 feet to the south line of Parkway Drive and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 51.05 feet; thence south-westerly, deflecting to the right 64 degrees 02 minutes 20 seconds, a distance of 219.88 feet and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1. OR

1978902
A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of Government Lot 3, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota lying easterly of Trunk Highway 61. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 16; thence east along the south line of said Section 16 a distance of 148.15 feet to the point of beginning of the centerline to be described; thence northwesterly; deflecting to the left 107 degrees 57 minutes 28 seconds, a distance of 178.98 feet; thence northerly, deflecting to the right 18 degrees 05 minutes 00 seconds, a distance of 329.80 feet; thence northerly, deflecting to the right 06 degrees 02 minutes 45 seconds, a distance of 306.68 feet; thence northeasterly a distance of 286.92 feet along a tangential curve concave to the southeast having a radius of 650 feet and a central angle of 25 degrees 17 minutes 30 seconds; thence northeasterly tangent to said curve 123.72 feet; thence northeasterly, deflecting to the right 01 degree 50 minutes 45 seconds, a distance of 106.37 feet; thence northeasterly a distance of 100 feet along a tangential curve, concave to the southeast having a radius of 650 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across said Government Lot 3 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

1978903

64

H. Paul. 037

Photocopied

STATE OF MINNESOTA }
 County of Ramsey } SS

Office of the County Recorder

This is to certify that the within instrument was filed and recorded in the office of St. Paul on the 15 day of April A.D. 1977 at 15:25:45 and that the same was indexed in Ramsey County under the ser. Doc. No. 15 25 45

By: _____
 Deputy

ROBERT T. GIBBONS
 County Recrd. Dep.

Richard Meyers
 1758 Venus Avenue
 St. Paul, Minn
 55112

Return to
 RICHARD MEYERS
 Attorney at Law
 1758 Venus Ave.
 St. Paul, Minn. 55112

EXHIBIT D

(ABSTRACT)

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.

Together with a permanent easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21; thence South 0 degrees 33 minutes 16 seconds East along the West line of said Southwest Quarter a distance of 117.75 feet; thence North 89 degrees 26 minutes 44 seconds East a distance of 1995.04 feet to the beginning of the land to be described; thence South 29 degrees 15 minutes 18 seconds East a distance of 130.23 feet; thence North 61 degrees 16 minutes 49 seconds East a distance of 121.44 feet; thence North 29 degrees 15 minutes 19 seconds West a distance of 130.46 feet; thence South 61 degrees 10 minutes 27 seconds West a distance of 121.44 feet to the point of beginning.

(TORRENS)

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 and said centerline there terminating.

Together with a 20.00 foot wide permanent easement for sanitary sewer purposes over, under, and across that part of Section 28, Township 29 North, Range 22 West, Ramsey County Minnesota.

The centerline of said easement is described as follows:

Commencing at the Northeast corner of said Section 28; thence West along the North line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds a distance of 355.00 feet; thence easterly; deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly Right of Way line of the Burlington Northern, Inc. railroad and said centerline there terminating.



Doc No **A04697384**

Certified, filed and/or recorded on
Feb 6, 2018 2:44 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 303

Pkg ID 1231698E

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT ("Agreement") is made this 25th day of October, 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."

- A. Grantor is the owner of the fee title to real property situated in Ramsey County, Minnesota legally described as follows:

See legal description attached hereto as Exhibit A (the "City Property").

- B. Pursuant to that certain easement dated June 13, 1975, attached as **Exhibit B** (the "1975 Easement"), and that certain easement dated April 12, 1977, recorded on September 23, 1977 as Document Number 1978903 by the Ramsey County Recorder, attached hereto as **Exhibit C** (the "1977 Easement"), hereinafter collectively referred to as the "Original Easement Agreements," Grantor granted to the Metropolitan Waste Control Commission, an agency of and predecessor in interest to Grantee, perpetual easements for sanitary sewer purposes.
- C. The Original Easement Agreements incorrectly described certain portions of the property intended to be affected by the easements granted therein; specifically, the parcels identified in Exhibit A of the 1975 Easement as "Easement 2" and "Easement 3," and the parcels identified in Exhibit A of the 1977 Easement as "1CR1" and "1BR," collectively referred to as the "Existing Easement Areas."
- D. Grantor and Grantee wish to terminate certain portions of the Original Easement Agreements as they relate to the Existing Easement Areas.
- E. Grantor and Grantee wish to replace those portions of the Original Easement Agreements and to provide for the conveyance of a new easement as hereafter set forth.

NOW THEREFORE, in consideration of the facts stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, the Parties agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part hereof by this reference.

2. Termination of Certain Portions of the Original Easement Agreements. The Original Easement Agreements are hereby terminated as to the Existing Easement Areas identified in Paragraph C above. Grantee hereby disclaims any right, title or interest in or to any or all of the Existing Easement Areas that Grantee may have obtained by virtue of the Original Easement Agreements.

3. Grant of Perpetual Sanitary Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over, under and across the property legally described in **Exhibit D** attached hereto (the "Easement Area"), for the location, installation, construction, repair, replacement, maintenance, use and operation of a sewer interceptor, temporary meter and other related improvements with the exception of any above ground permanent buildings or structures (the "Sanitary Sewer Easement"). Said easement includes the right of ingress and egress over and across the City Property by Grantee and its agents, employees, permittees and contractors for the use of the Easement Area to exercise the rights and privileges herein granted. Any use of the Easement Area, as described above, that would require additional use of City Property adjacent to but outside of the Easement Area, will require Grantee to obtain temporary construction easements from Grantor.

The Sanitary Sewer Easement further includes the right of Grantee to cut, trim or remove from the Easement Area any trees, shrubs, undergrowth or other vegetation as in Grantee's judgment unreasonably interferes with the use of the Easement Area by Grantee, but not without proper advance notice to Grantor and provided that Grantee shall take all reasonable precautions to prevent any damage to the City Property.

Subsequent to the execution of the Sanitary Sewer Easement, 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 consent of Grantee.

4. Restoration. Grantee will ensure that following any activity by Grantee within the Easement Area and any future temporary construction easement area(s) that may be required to service the sewer facilities, said easement areas will be restored as far as practicable to their previous condition.

5. 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 Sanitary Sewer Easement described herein.

6. 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. 4th Street, Rm. 1000
Saint Paul, MN 55012

Grantee: Metropolitan Council

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

7. The provisions and conditions of this Agreement 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.

[signature pages attached]

GRANTOR:

City of Saint Paul, Minnesota, a municipal corporation

By: Nancy P. Homans
Its Mayor or Deputy Mayor

By: Todd P. Hurley
Its Director of Financial Services

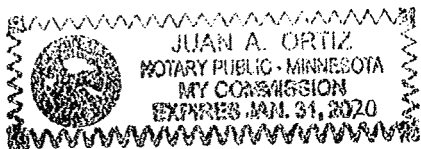
By: Shari Moore
Its City Clerk

Approved as to form:

Virginia Palmer
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 25TH day of October, 2016, by Nancy P. Homans, Mayor or Deputy Mayor, Todd P. Hurley, Director, Office of Financial Services and Shari Moore, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.



Juan A. Ortiz
Notary Public

GRANTEE:

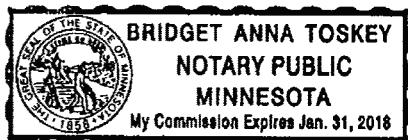
Metropolitan Council, a public Corporation and political subdivision of the State of Minnesota

By:  _____
Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of November, 2016, 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:

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, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

AND

PARCEL 3:

That part of the westerly of the Railroad Right of Way, Government Lot 2 in Section 22, Township 29, Range 22,

AND

Except the North part of the Railroad Right of Way,

AND

Except the Water Works Right of Way,

AND

Except Phalen Heights Park

AND

Except streets,

The following; Government Lot 5 and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 29, Range 22.

EXHIBIT B

EASEMENT

THIS INSTRUMENT, Made this 13th day of June,
1975, by and between THE CITY OF SAINT PAUL, a municipal corporation
organized and existing under the laws of the State of Minnesota,
party of the first part, and the METROPOLITAN WASTE CONTROL COMMIS-
SION, a duly constituted agency of the Metropolitan Council, party
of the second part;

WITNESSETH; That the said party of the first part, in consid-
eration of One Dollar and other good and valuable consideration, to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, does hereby Grant, Bargain, Sell,
Convey and Warranty to said party of the second part the permanent
non-exclusive easements for sanitary sewer purposes, including but
not limited to the right to construct, reconstruct, maintain, oper-
ate and repair underground sewer mains, pipes and appurtenances, and
the right of ingress and egress for such purposes, situate in Ramsey
County, Minnesota, described on Exhibit A attached hereto and made a
part hereof.


IN TESTIMONY WHEREOF, The said party of the first part has
caused these presents to be duly executed as of the day and year
first above written.

(Corporate Seal)

THE CITY OF SAINT PAUL

By


Mayor


Director, Department of Finance
and Management Services



City Clerk

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this
13th day of June, 1975, by Lawrence D. Cohen, Mayor,
Roger A. Mattson, Director of the Department of Finance and Manage-
ment Services, and Mrs. Rose Mix, City Clerk, of the City of Saint
Paul, a municipal corporation, on behalf of said City.

Albert B. Olson
Notary Public, Ramsey County, Minn.
My commission expires _____

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

 ALBERT B. OLSON
Notary Public, Ramsey Co. Mn.
MY COMMISSION EXPIRES
November 18, 1980

FORM APPROVED:
[Signature]
Asst. City Attorney

EXHIBIT A

Easement 1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3, and vacated Lots 8 through 14 and 22, Block 4, KIEFFER PARK, according to the plat thereof on file in the Office of the Register of Deeds, in and for Ramsey County, Minnesota, located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the centerline to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence south-easterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Together with a temporary construction easement over, under, and across that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of said Section 27, lying 20 feet on each side of the above-described centerline, and

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16, lying southwesterly of a line drawn 50 feet easterly of and parallel to the above-described centerline.

Said temporary easements expire on December 31, 1975.

Easement 2

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the Northeast Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of

St. Paul Water Board right of way. The center line of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 529.14 feet to the point of beginning of the centerline to be described; thence southerly, deflecting to the left 98 degrees 17 minutes 00 seconds, a distance of 578.50 feet; thence southeasterly, deflecting to the left 41 degrees 33 minutes 55 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Together with a temporary construction easement over, under and across that part of the Northeast Quarter of said Section 28, lying 50 feet on each side of the above-described centerline.

Said temporary easement expires December 31, 1976.

Easement 3

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of 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 west along the south line of said Section 21 a distance of 529.14 feet; thence northerly, deflecting to the right 81 degrees 43 minutes 00 seconds, a distance of 33.35 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 18 degrees 07 minutes 50 seconds, a distance of 618.32 feet; thence northwesterly a distance of 488.95 feet along a nontangential curve, concave to the northeast having a radius of 675 feet, and central angle of 41 degrees 30 minutes 13 seconds, the chord of said curve deflects 31 degrees 57 minutes 22 seconds, to the left from the last described line; thence northwesterly tangent to said curve 252.01 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central

angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 730.35 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 47 degrees 35 minutes 35 seconds; thence westerly tangent to said curve 265.92 feet; thence westerly a distance of 278.47 feet along a tangential curve, concave to the north having a radius of 300.00 feet and a central angle of 53 degrees 11 minutes 00 seconds; thence northwesterly tangent to said curve 134.38 feet; thence northerly a distance of 149.05 feet along a tangential curve, concave to the east having a radius of 300.00 feet and a central angle of 28 degrees 28 minutes 00 seconds; thence northerly tangent to said curve 136.41 feet; thence northwesterly a distance of 780.74 feet along a tangential curve, concave to the southwest having a radius of 735.00 feet and a central angle of 60 degrees 51 minutes 40 seconds; thence northwesterly tangent to said curve 588.25 feet; thence northerly, deflecting to the right 21 degrees 17 minutes 55 seconds, a distance of 331.77 feet; thence northwesterly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northerly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21, lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT C

84721

1978903

SEP 23 1 52 PM '77

EASEMENT

THIS INSTRUMENT, Made this 12 day of April, 1977, by and between the CITY OF SAINT PAUL, a municipal corporation organized and existing under the laws of the State of Minnesota, party of the first part, and the METROPOLITAN WASTE CONTROL COMMISSION, a duly constituted agency of the Metropolitan Council created and organized pursuant to Minnesota Laws 1969, Chapter 449, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, perpetual permanent and temporary construction easements for sanitary sewer purposes, including but not limited to the right to construct, reconstruct, maintain, operate and repair underground sewer mains, pipes and appurtenances, and the right of ingress and egress for such purposes, situate in Ramsey County, Minnesota, described in Exhibits A, Parcels 1A, 1BR, 1CR1, and 1DR, said exhibits attached hereto and made a part hereof. And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid. And the above-bargained and granted easements, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, hereinbefore mentioned, the said party of the first part will warrant and defend.

NOTED BY AUDITOR
SEPT. 20 1977
LORU MEKEHNA
Auditor, Ramsey County, Minnesota
By [Signature]

Page 1 of 8

9845 \$00.00 110 1216 A

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed in its corporate name by its mayor and Director of Finance & Management Services, and its City Clerk and its corporate seal to be hereunto affixed the day and year first above written.



CITY OF SAINT PAUL
By George Latimer
Its Mayor
By Rose Mix
Its City Clerk
By Bernard Carlson 4-12-77
Its Director of Finance & Management Services

FORM APPROVED
[Signature]
City Attorney

1978903

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged this 12 day of April, 1977, by George Latimer, Rose Mix, and Bernard Carlson, the Mayor, City Clerk, and Director of Finance of the CITY OF SAINT PAUL, a municipal corporation, on behalf of the corporation, by authority of the City Council and that said George Latimer, Rose Mix, and Bernard Carlson acknowledged same to be the free act and deed of said corporation.

This instrument was drafted by Richard Meyers, 1758 Venus Ave., St. Paul, Minnesota, 55112

Joanne Rettner
JOANNE RETTNER
Notary Public, Ramsey Co. Mn.
MY COMMISSION EXPIRES
March 29, 1979

STATE DEED TAX DUE \$ Exempt

EXHIBIT A

DESCRIPTION OF EASEMENT: 1a

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3 and vacated Lots 8 through 14 and 22, Block 4 KIEFFER PARK, according to the plat on file in the Office of the Register of Deeds, all in the Northwest Quarter of the Northwest Quarter of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across that part of the above described tract lying 20 feet on each side of the above described centerline.

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16 lying 50 feet easterly of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 BR

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the North-east Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of the St. Paul Water Board right of way. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

1978903

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 CR1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of Section 21, Township 29 North, Range 22 West, Ramsay County, Minnesota. The centerline of said easement is described as follows:

1978903

Commencing at the southeast corner of said Section 21; thence west along the south line of said Section 21 a distance of 644.76 feet; thence northerly, deflecting to the right 85 degrees 29 minutes 30 seconds, a distance of 75.23 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 11 degrees 05 minutes 00 seconds, a distance of 453.88 feet; thence northwesterly, deflecting to the left 10 degrees 49 minutes 55 seconds, a distance of 82.08 feet; thence northwesterly a distance of 459.04 feet along a non-tangential curve, concave to the northeast having a radius of 636.89 feet, a central angle of 41 degrees 17 minutes 46 seconds, and the chord of said curve deflects 32 degrees 34 minutes 10 seconds to the left from the last described line; thence northwesterly tangent to said curve 267.25 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 347.65 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 22 degrees 39 minutes 16 seconds; thence westerly, deflecting to the left 17 degrees 34 minutes 59 seconds from the tangent of the last described curve, a distance of 682.64 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 northerly tangent to said curve 207.09 feet; thence northerly, deflecting to the right 20 degrees 36 minutes 15 seconds, a distance of 539.72 feet; thence northwesterly, deflecting to the left 42 degrees 49 minutes 15 seconds, a distance of 744.72 feet; thence westerly, deflecting to the left 10 degrees 12 minutes 00 seconds, a distance of 277.29 feet; thence northwesterly, deflecting to the right 21 degrees 17 minutes 55 seconds,

1978903

a distance of 331.77 feet; thence westerly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northwesterly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

Page 4 of 9

- 4 -

EXHIBIT A

DESCRIPTION OF EASEMENT: L, DR

1978903
A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of Government Lot 3, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota lying easterly of Trunk Highway 61. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 16; thence east along the south line of said Section 16 a distance of 148.15 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 107 degrees 57 minutes 28 seconds, a distance of 178.98 feet; thence northerly, deflecting to the right 18 degrees 05 minutes 00 seconds, a distance of 329.80 feet; thence northerly, deflecting to the right 06 degrees 02 minutes 45 seconds, a distance of 306.68 feet; thence northeasterly a distance of 286.92 feet along a tangential curve concave to the southeast having a radius of 650 feet and a central angle of 25 degrees 17 minutes 30 seconds; thence northeasterly tangent to said curve 123.72 feet; thence northeasterly, deflecting to the right 01 degrees 50 minutes 45 seconds, a distance of 106.37 feet; thence northeasterly a distance of 100 feet along a tangential curve, concave to the southeast having a radius of 650 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across said Government Lot 3 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 E

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota southerly of Parkway Drive lying 250 feet north-easterly of and adjacent to a line described as commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 795.10 feet; thence southeasterly, deflecting to the right 61 degrees 49 minutes 00 seconds, a distance of 350.88 feet; thence southerly, deflecting to the right 14 degrees 46 minutes 00 seconds, a distance of 290.30 feet to the point of beginning of the line to be described; thence southeasterly, deflecting to the left 25 degrees 20 minutes 00 seconds, a distance of 1000 feet and there terminating. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 969.65 feet; thence southerly, deflecting to the right 91 degrees 19 minutes 37 seconds, a distance of 461.77 feet; thence southerly, deflecting to the left 32 degrees 08 minutes 35 seconds, a distance of 191.03 feet to the south line of Parkway Drive and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 51.05 feet; thence south-westerly, deflecting to the right 64 degrees 02 minutes 20 seconds, a distance of 219.88 feet and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

KT

1978903

64

St. Paul City

Metropolitan

STATE OF MINNESOTA) ss
 County of Ramsey)

Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 23 day of April A.D. 1977 at 12:26 o'clock P.M. and that the same was recorded in Ramsey County Records as Dec. No. 157823

By: _____ Deputy

ROBERT T. GIBBONS
 County Recorder

+

Richard Meyers
 1758 Venus Avenue
 St. Paul, Minn
 55112

Return To
 RICHARD MEYERS
 Attorney at Law
 1758 Venus Ave.
 St. Paul, Mn. 55112

EXHIBIT D

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.

Together with a permanent easement for sanitary sewer purposes over that part of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21; thence South 0 degrees 33 minutes 16 seconds East along the West line of said Southwest Quarter a distance of 117.75 feet; thence North 89 degrees 26 minutes 44 seconds East a distance of 1995.04 feet to the beginning of the land to be described; thence South 29 degrees 15 minutes 18 seconds East a distance of 130.23 feet; thence North 61 degrees 16 minutes 49 seconds East a distance of 121.44 feet; thence North 29 degrees 15 minutes 19 seconds West a distance of 130.46 feet; thence South 61 degrees 10 minutes 27 seconds West a distance of 121.44 feet to the point of beginning.

Exhibit F: Form of Amendment

**AMENDMENT NO. __ TO DEVELOPMENT AGREEMENT
(DAYLIGHTING PHALEN CREEK PROJECT):
REACH(ES) __ (PHASE __)**

This AMENDMENT NO. __ is to the above Development Agreement (“**Agreement**”) (dated _____), between the City of Saint Paul, a municipal corporation (“**City**”) and Lower Phalen Creek Project (d/b/a Wakanj Tipi Awanjankapi), a not-for-profit organization, a registered 501(c)(3) Minnesota non-profit corporation (“**LPCP**”). The Effective Date is _____.

WHEREAS, in the Agreement, the Parties agreed on a process under which they may mutually agree, to add additional Reaches via amendment after review of proposals for additional improvements or expansion of the Project as funding and other resources become available; and

WHEREAS, the Parties now seek to add Reaches __ (Phase __) to the Project under the following terms;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, the City and LPCP hereby agree as follows:

The following scope is hereby added to the Agreement:

- a. Property Description. A brief narrative description is as follows: _____. See Exhibit A hereto, Map of Reach(es) __ (Phase __)
- b. Project Cost: Approximately \$ _____. See Exhibit B hereto, Preliminary Budget for Reach(es) __ (Phase __)
- c. Schedule: See Exhibit C hereto, Schedule for Reach(es) __ (Phase __).
- d. Property Owners: See Exhibit D hereto, Property Owners for Reach(es) __ (Phase __); Exhibit E hereto, Easement/Survey Details for Reach(es) __ (Phase __).

All other provisions of the Agreement remain in full force and effect and are hereby confirmed.

In witness whereof parties have caused this Agreement to be duly executed on the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SAINT PAUL

LOWER PHALEN CREEK PROJECT (d/b/a
WAKAD TIPI AWAIDYADKAPI)

Mayor

Maggie Lorenz, Executive Director

Director of Parks & Recreation

Director of Finance

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A: Map of Initial Reaches

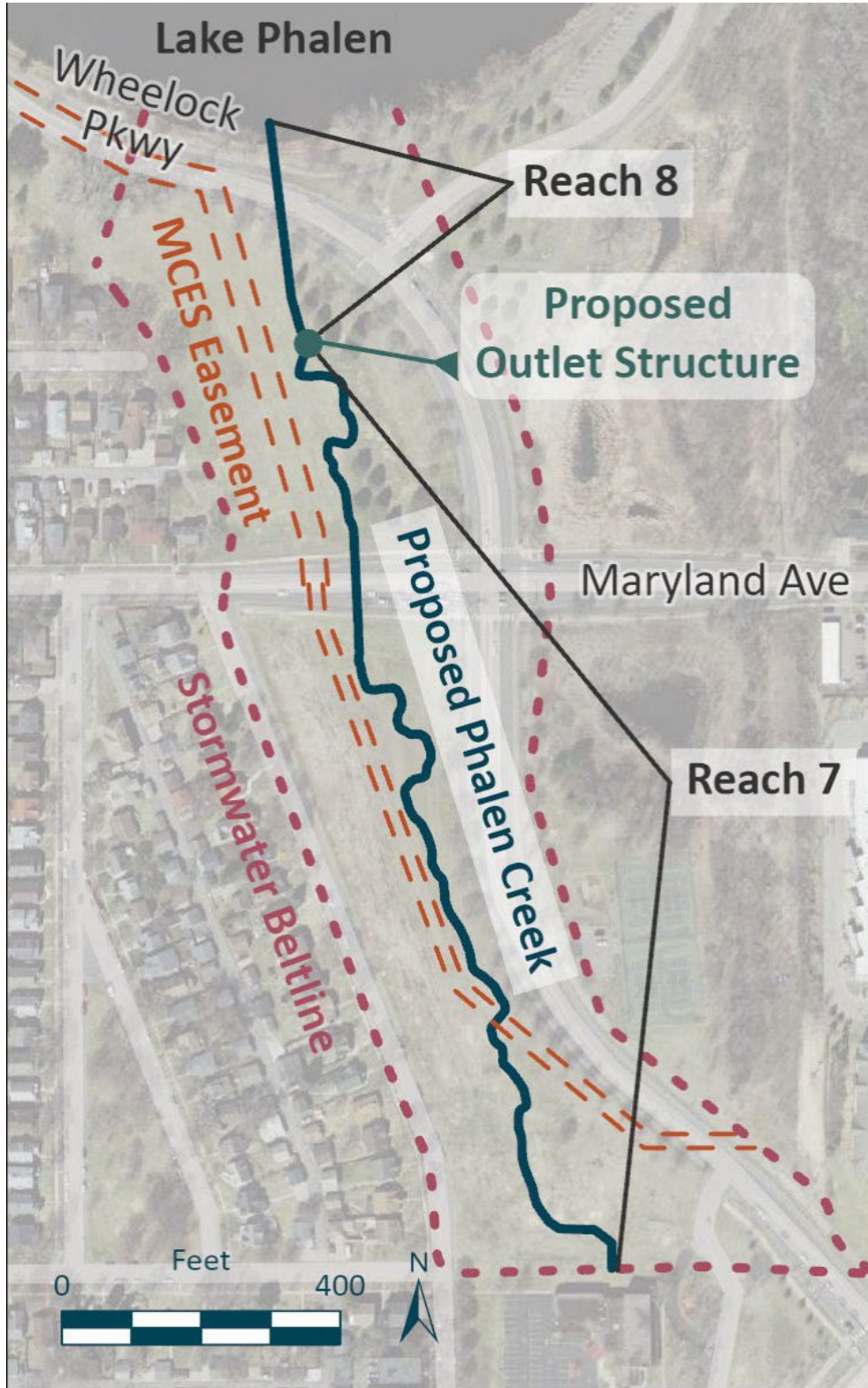


Exhibit B - Preliminary Budget for Initial Reaches (Phase 1 - As of 5/7/2024)

Account Code	Account Description	Budget	Notes
4115	Government Grants	3,312,000	Lessard-Sams Outdoor Heritage Council (LSOHC)
4025	Foundation - Restricted	110,500	Cottonwood, McNeely, Mortenson
4200	Other revenue	1,407,048	Additional funds to be raised
	Total Sources of Funds	<u>4,829,548</u>	

Account Code	Account Description	Budget	Notes
5010	Salary & Wages	<u>136,200</u>	WTA Project Staff
	Sub Total: Salary & Wages	<u>136,200</u>	
5105.01	Engineering Fees	976,458	Inter-Fluve & Gale-Tec (Reaches 7-8, 10% Reaches 5-6)
5105.02	Project Management	225,000	Milestone Real Estate Partners
5105.03	City of St. Paul Parks & Rec	65,000	City of Saint Paul
5105.04	Legal Fees	20,000	Van Norman
5105.05	Landscape Design	104,213	Damon Farber (Reaches 7-8)
5105.06	Environmental	21,753	Landmark
5140	Fundraising Consultant	6,000	Table Forte
5160	Other Professional Services	9,950	Cultural Design Review & Engagement (Full Circle)
	Sub Total: Contract Services	<u>1,428,374</u>	
5640	Construction	2,308,047	Reaches 7-8 (includes contingency)
5670	Landscaping	720,000	Reaches 7-8
	Sub Total: Construction	<u>3,028,047</u>	
5500	Travel and Meetings	1,000	Staff Travel (in-state)
5250	Cultural Connections	4,200	Indigenous Review Committee Stipends
5215.01	Equipment & Materials	1,000	Other Equipment/Tools (community engagement)
5210	Program Supplies	1,000	Supplies/Materials (community engagement)
5290	Other Program Expenses	500	Community Engagement/meetings
5600	Project Contingency	229,227	10% (excludes construction)
	Sub Total: Other Costs	<u>236,927</u>	
	Total Uses of Funds	<u>4,829,548</u>	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025						
								12/17	1/7	1/28	2/18	3/10	3/31	4/21	5/12	6/2	6/23	7/14	8/4	8/25	9/15	10/6	10/27	11/17	12/8	12/29
1	★	NTP	1 day	Tue 3/14/23	Tue 3/14/23																					
2	➡	10% Engineering Design (7/8)	19 days	Wed 3/15/23	Mon 4/10/23	1																				
3	➡	10% Engineering (5/6)	24 days	Wed 3/15/23	Mon 4/17/23	1																				
4	➡	10% Concept Rendering (7/8)	21 days	Wed 4/12/23	Wed 5/10/23	2FS+1 day																				
5	➡	MCES Meeting	1 day	Mon 5/1/23	Mon 5/1/23	2,3FS+9 days																				
6	➡	Indigenous Review Committee	1 wk	Mon 5/8/23	Fri 5/12/23	5FS+4 days																				
7	➡	Stakeholder (Watershed) Meeting	1 wk	Mon 5/15/23	Fri 5/19/23	4FS+2 days																				
8	➡	Public Meeting for 10% Design	1 wk	Mon 5/22/23	Fri 5/26/23	7																				
9	➡	30% Design Kickoff Meeting	1 day	Wed 6/28/23	Wed 6/28/23																					
10	➡	30% Engineering Design	41 days	Thu 6/29/23	Thu 8/24/23	9																				
11	➡	30% Design review and scheduling meeting	1 day	Tue 8/29/23	Tue 8/29/23	10FS+2 days																				
12	➡	Indigenous Review Committee	1 day	Mon 8/28/23	Mon 8/28/23	14SS+10 days																				
13	➡	Engagement Planning Mtg	1 day	Tue 9/5/23	Tue 9/5/23	12FS+5 days																				
14	➡	30% Graphic rendering	25 days	Mon 8/14/23	Fri 9/15/23	11FS-12 days																				
15	➡	Public Meeting for 30% Design	1 day	Mon 9/25/23	Mon 9/25/23	14FS+5 days																				
16	★	RWMWD SWMM Model Meeting	1 day	Wed 1/24/24	Wed 1/24/24																					
17	★	Groundwater Test Pits	1 day	Wed 1/24/24	Wed 1/24/24																					
18	➡	60% design	6 mons	Mon 1/22/24	Fri 7/5/24	15FS+5 days																				
19	★	DNR Check-In Meeting	1 day	Mon 3/4/24	Mon 3/4/24	18SS+30 days																				
20	★	RWMWD Check-In Meeting	1 day	Wed 3/6/24	Wed 3/6/24	18SS+32 days																				
21	★	60% City Maintenance Meeting	1 day	Wed 7/10/24	Wed 7/10/24	18FS+2 days																				
22	★	60% Stakeholder Review Meeting - MET Council and City of St. Paul	1 day	Thu 7/11/24	Thu 7/11/24	18FS+3 days																				
23	★	60% IRC Meeting	1 day	Fri 7/12/24	Fri 7/12/24	18FS+4 days																				
24	★	60% Stakeholder Review Meeting- RWMWD	1 day	Mon 7/15/24	Mon 7/15/24	18FS+5 days																				
25	★	60% Public Meeting	1 day	Wed 7/17/24	Wed 7/17/24	18FS+7 days																				
26	➡	90% design + Permit Submission	2 mons	Thu 8/8/24	Wed 10/2/24	25FS+15 days																				
27	★	90% Stakeholder Meeting	1 day	Thu 10/10/24	Thu 10/10/24	26FS+5 days																				
28	★	90% IRC Meeting	1 day	Thu 10/10/24	Thu 10/10/24	26FS+5 days																				
29	➡	100% Design	30 days	Thu 12/26/24	Wed 2/5/25	26FS+60 days																				
30	➡	Bidding	1 mon	Thu 2/6/25	Wed 3/5/25	29																				
31	★	Pre-Construction Public Meeting	1 day	Mon 2/24/25	Mon 2/24/25	29FS+12 days																				
32	➡	Construction Start	1 day	Thu 3/27/25	Thu 3/27/25	30FS+15 days																				
33	➡	Construction Phase	9 mons	Thu 3/27/25	Wed 12/3/25	32SS																				

Project: Project_Schedule_DRAF
Date: Tue 4/9/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

Exhibit D: Property Owners of Initial Reaches (Phase 1)

Reach 7: City of Saint Paul

Reach 8: City of Saint Paul

Exhibit E. – Easements



Doc No **T02625371**

Certified, filed and/or recorded on
Oct 10, 2018 9:13 AM

Office of the Registrar of Titles
Ramsey County, Minnesota
Susan R Roth, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 501

Pkg ID 1268365E

Document Recording Fee Torrens	\$46.00
Memorial Entry - Additional Certificates	\$40.00
<i>Document Total</i>	\$86.00

Existing Certs

18246, 558756, 603957

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT ("Agreement") is made this 10th day of August, 2018, ~~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."

- A. Grantor is the owner of the fee title to real property situated in Ramsey County, Minnesota legally described as follows:

See legal description attached hereto as Exhibit A (the "City Property").

- B. Pursuant to that certain easement dated June 13, 1975, attached as **Exhibit B** (the "1975 Easement"), and that certain easement dated April 12, 1977, recorded on September 23, 1977 as Document Number 1978903 by the Ramsey County Recorder, attached hereto as **Exhibit C** (the "1977 Easement"), hereinafter collectively referred to as the "Original Easement Agreements," Grantor granted to the Metropolitan Waste Control Commission, an agency of and predecessor in interest to Grantee, perpetual easements for sanitary sewer purposes.
- C. The Original Easement Agreements incorrectly described certain portions of the property intended to be affected by the easements granted therein; specifically, the parcels identified in Exhibit A of the 1975 Easement as "Easement 2" and "Easement 3," and the parcels identified in Exhibit A of the 1977 Easement as "1CR1" and "1BR," collectively referred to as the "Existing Easement Areas."
- D. Grantor and Grantee wish to terminate certain portions of the Original Easement Agreements as they relate to the Existing Easement Areas.
- E. Grantor and Grantee wish to replace those portions of the Original Easement Agreements and to provide for the conveyance of a new easement as hereafter set forth.

NOW THEREFORE, in consideration of the facts stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, the Parties agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part hereof by this reference.
2. Termination of Certain Portions of the Original Easement Agreements. The Original Easement Agreements are hereby terminated as to the Existing Easement Areas identified in Paragraph C above. Grantee hereby disclaims any right, title or interest in or to any or all of the Existing Easement Areas that Grantee may have obtained by virtue of the Original Easement Agreements.

3. Grant of Perpetual Sanitary Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over, under and across the property legally described in **Exhibit D** attached hereto (the "Easement Area"), for the location, installation, construction, repair, replacement, maintenance, use and operation of a sewer interceptor, temporary meter and other related improvements with the exception of any above ground permanent buildings or structures (the "Sanitary Sewer Easement"). Said easement includes the right of ingress and egress over and across the City Property by Grantee and its agents, employees, permittees and contractors for the use of the Easement Area to exercise the rights and privileges herein granted. Any use of the Easement Area, as described above, that would require additional use of City Property adjacent to but outside of the Easement Area, will require Grantee to obtain temporary construction easements from Grantor.

The Sanitary Sewer Easement further includes the right of Grantee to cut, trim or remove from the Easement Area any trees, shrubs, undergrowth or other vegetation as in Grantee's judgment unreasonably interferes with the use of the Easement Area by Grantee, but not without proper advance notice to Grantor and provided that Grantee shall take all reasonable precautions to prevent any damage to the City Property.

Subsequent to the execution of the Sanitary Sewer Easement, 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 consent of Grantee.

4. Restoration. Grantee will ensure that following any activity by Grantee within the Easement Area and any future temporary construction easement area(s) that may be required to service the sewer facilities, said easement areas will be restored as far as practicable to their previous condition.

5. 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 Sanitary Sewer Easement described herein.

6. 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. 4th Street, Rm. 1000
Saint Paul, MN 55012

Grantee: Metropolitan Council

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

7. The provisions and conditions of this Agreement 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.

[signature pages attached]

GRANTOR:

City of Saint Paul, Minnesota, a municipal corporation

By: Jaime Rae Tincher
Its Mayor or Deputy Mayor

By: [Signature]
Its Director of Financial Services

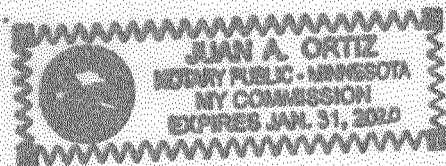
By: Shari Moore
Its City Clerk

Approved as to form:

[Signature] 7-18-18
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 6th day of August, 2018, by Jaime Rae Tincher, Mayor or Deputy Mayor, Todd P. Hurley, Director, Office of Financial Services and Shari Moore, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

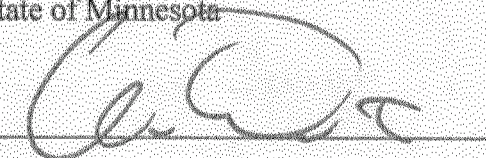


[Signature]
Notary Public

GRANTEE:

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

By: _____



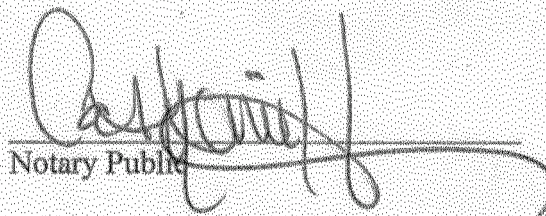
Weston W. Kooistra

Its: Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of August, 2018, 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

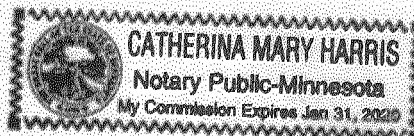


EXHIBIT A

(ABSTRACT)

The Northeast Quarter of the Southwest Quarter of Section 21, Township 29, Range 22 in Ramsey County Minnesota

AND

Lots Three and four, Block 1, Phalen Shores, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

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 streets,

The following: Government Lot 5 and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 29, Range 22.

(TORRENS)

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 South $0^{\circ} 11'$ East along said Easterly line of said Section 21 854.05 feet, thence South $47^{\circ} 17'$ West 232.4 feet, thence South $60^{\circ} 41'$ West 492 feet, thence South $89^{\circ} 43'$ West 300 feet, thence North $62^{\circ} 59'$ West 72.7 feet to the intersection of the Easterly line of the St. Paul Water Works Right of Way, thence South $38^{\circ} 53'$ East along said Easterly line of Water Works Right of Way 181.57 feet, thence South $21^{\circ} 02'$ East 371.13 feet to the North line of Maryland Street, thence East along said North line of

Maryland Street 71.49 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.

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 to the South line of Maryland Street, at an intersection of the Westerly line of the Northern Pacific Rail Road 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 1011.19 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.

EXHIBIT B

EASEMENT

THIS INSTRUMENT, Made this 13th day of June,
1975, by and between THE CITY OF SAINT PAUL, a municipal corporation
organized and existing under the laws of the State of Minnesota,
party of the first part, and the METROPOLITAN WASTE CONTROL COMMISS-
SION, a duly constituted agency of the Metropolitan Council, party
of the second part;

WITNESSETH; That the said party of the first part, in consid-
eration of One Dollar and other good and valuable consideration, to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, does hereby Grant, Bargain, Sell,
Convey and Warranty to said party of the second part the permanent
non-exclusive easements for sanitary sewer purposes, including but
not limited to the right to construct, reconstruct, maintain, oper-
ate and repair underground sewer mains, pipes and appurtenances, and
the right of ingress and egress for such purposes, situate in Ramsey
County, Minnesota, described on Exhibit A attached hereto and made a
part hereof.

IN TESTIMONY WHEREOF, The said party of the first part has
caused these presents to be duly executed as of the day and year
first above written.

(Corporate Seal)

THE CITY OF SAINT PAUL
By [Signature]
Mayor
[Signature]
Director, Department of Finance
and Management Services
[Signature]
City Clerk


STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this
13th day of June, 1975, by Lawrence D. Cohen, Mayor,
Roger A. Mattson, Director of the Department of Finance and Manage-
ment Services, and Mrs. Rose Mix, City Clerk, of the City of Saint
Paul, a municipal corporation, on behalf of said City.

Albert B. Olson

Notary Public, Ramsey County, Minn.
My commission expires _____

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

 ALBERT B. OLSON
Notary Public, Ramsey Co. Minn.
MY COMMISSION EXPIRES
November 18, 1980

FORM APPROVED
[Signature]
Asst. City Attorney

St. Paul Water Board right of way. The center line of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 529.14 feet to the point of beginning of the centerline to be described; thence southerly, deflecting to the left 98 degrees 17 minutes 00 seconds; a distance of 578.50 feet; thence southeasterly, deflecting to the left 41 degrees 33 minutes 55 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Together with a temporary construction easement over, under and across that part of the Northeast Quarter of said Section 28, lying 50 feet on each side of the above-described centerline.

Said temporary easement expires December 31, 1976.

Easement 3

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of 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 west along the south line of said Section 21 a distance of 529.14 feet; thence northerly, deflecting to the right 81 degrees 43 minutes 00 seconds, a distance of 33.35 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 18 degrees 07 minutes 50 seconds, a distance of 618.32 feet; thence northwesterly a distance of 488.95 feet along a nontangential curve, concave to the northeast having a radius of 675 feet, and central angle of 41 degrees 30 minutes 13 seconds, the chord of said curve deflects 31 degrees 57 minutes 22 seconds, to the left from the last described line; thence northwesterly tangent to said curve 252.81 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central

angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 730.35 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 47 degrees 35 minutes 35 seconds; thence westerly tangent to said curve 265.92 feet; thence westerly a distance of 278.47 feet along a tangential curve, concave to the north having a radius of 300.00 feet and a central angle of 53 degrees 11 minutes 00 seconds; thence northwesterly tangent to said curve 134.38 feet; thence northerly a distance of 149.83 feet along a tangential curve, concave to the east having a radius of 300.00 feet and a central angle of 28 degrees 28 minutes 00 seconds; thence northerly tangent to said curve 136.41 feet; thence northwesterly a distance of 780.74 feet along a tangential curve, concave to the southwest having a radius of 735.00 feet and a central angle of 60 degrees 51 minutes 40 seconds; thence northwesterly tangent to said curve 588.25 feet; thence northerly, deflecting to the right 21 degrees 17 minutes 55 seconds, a distance of 331.77 feet; thence northwesterly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northerly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21, lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

Easement 1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3, and vacated Lots 8 through 14 and 22, Block 4, KIEFFER PARK, according to the plat thereof on file in the Office of the Register of Deeds, in and for Ramsey County, Minnesota, located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the centerline to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Together with a temporary construction easement over, under, and across that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of said Section 27, lying 20 feet on each side of the above-described centerline, and

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16, lying southwesterly of a line drawn 50 feet easterly of and parallel to the above-described centerline.

Said temporary easements expire on December 31, 1975.

Easement 2

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the Northeast Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of

EXHIBIT C

217A1

1978903

SEP 23 1 52 PM '77

EASEMENT

THIS INSTRUMENT, Made this 12 day of April, 1977, by and between the CITY OF SAINT PAUL, a municipal corporation organized and existing under the laws of the State of Minnesota, party of the first part, and the METROPOLITAN WASTE CONTROL COMMISSION, a duly constituted agency of the Metropolitan Council created and organized pursuant to Minnesota Laws 1969, Chapter 449, party of the second part;

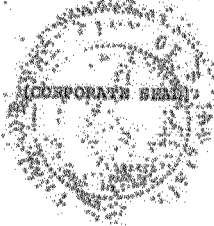
WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, perpetual permanent and temporary construction easements for sanitary sewer purposes, including but not limited to the right to construct, reconstruct, maintain, operate and repair underground sewer mains, pipes and appurtenances, and the right of ingress and egress for such purposes, situate in Ramsey County, Minnesota, described in Exhibits A, Parcels 1A, 1B, 1C, 1D, and 1E, said exhibits attached hereto and made a part hereof. And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid. And the above-bargained and granted easements, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, hereinbefore mentioned, the said party of the first part will warrant and defend.

NOTED BY AUDITOR

SEPT 20 1977
LOU MEKEHINA

Auditor Ramsey County, Minnesota
[Signature]

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed in its corporate name by its mayor and Director of Finance & Management Services, and its City Clerk and its corporate seal to be hereunto affixed the day and year first above written.



CITY OF SAINT PAUL
By George Latimer
MAYOR
By Rosa Mix
CITY CLERK
By Bernard Carlson 4-16-77
Its Director of Finance & Management Services

FORM APPROVED
1978903

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged this 12 day of April, 1977, by George Latimer, Rosa Mix, and Bernard Carlson, the Mayor, City Clerk, and Director of Finance of the CITY OF SAINT PAUL, a municipal corporation, on behalf of the corporation, by authority of the City Council and that said George Latimer, Rosa Mix, and Bernard Carlson acknowledged same to be the true act and deed of said corporation.

This instrument was drafted by Richard Meyers, 1758 Venus Ave., St. Paul, Minnesota, 55112

Joanna Rettner
JOANNE RETTNER
Notary Public, Ramsey Co. Pa.
MY COMMISSION EXPIRES
APRIL 22, 1978

STATE DEED TAX DUE \$ Exempt

EXHIBIT A

DESCRIPTION OF EASEMENT: 1a

1978903
A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3 and vacated Lots 8 through 14 and 22, Block 4 KIEFFER PARK, according to the plat on file in the Office of the Register of Deeds, all in the Northwest Quarter of the Northwest Quarter of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across that part of the above described tract lying 20 feet on each side of the above described centerline.

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16 lying 50 feet easterly of the above described centerline.

Said temporary easement expires December 31, 1978.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 BR

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the North-east Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of the St. Paul Water Board right of way. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

1978903

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 CR1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of Section 21, Township 29 North, Range 22 West, Ramsay County, Minnesota. The centerline of said easement is described as follows:

1978903

Commencing at the southeast corner of said Section 21; thence west along the south line of said Section 21 a distance of 644.76 feet; thence northerly, deflecting to the right 85 degrees 29 minutes 30 seconds, a distance of 75.23 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 11 degrees 05 minutes 00 seconds, a distance of 453.88 feet; thence northwesterly, deflecting to the left 19 degrees 49 minutes 55 seconds, a distance of 32.08 feet; thence northwesterly a distance of 459.04 feet along a non-tangential curve, concave to the northeast having a radius of 636.89 feet, a central angle of 41 degrees 17 minutes 46 seconds, and the chord of said curve deflects 32 degrees 34 minutes 10 seconds to the left from the last described line; thence northwesterly tangent to said curve 167.25 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.73 feet; thence westerly a distance of 347.65 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 22 degrees 39 minutes 16 seconds; thence westerly, deflecting to the left 17 degrees 34 minutes 59 seconds from the tangent of the last described curve, a distance of 682.64 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 northerly tangent to said curve 207.09 feet; thence northerly, deflecting to the right 20 degrees 36 minutes 15 seconds, a distance of 539.72 feet; thence northwesterly, deflecting to the left 42 degrees 49 minutes 15 seconds, a distance of 744.72 feet; thence westerly, deflecting to the left 10 degrees 12 minutes 00 seconds, a distance of 277.29 feet; thence northwesterly, deflecting to the right 21 degrees 17 minutes 55 seconds,

1978903

a distance of 331.77 feet; thence westerly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northwesterly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 E

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota southerly of Parkway Drive lying 250 feet north-easterly of and adjacent to a line described as commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 795.10 feet; thence southeasterly, deflecting to the right 61 degrees 49 minutes 00 seconds, a distance of 350.88 feet; thence southerly, deflecting to the right 14 degrees 40 minutes 00 seconds, a distance of 290.30 feet to the point of beginning of the line to be described; thence southeasterly, deflecting to the left 25 degrees 20 minutes 00 seconds, a distance of 1000 feet and there terminating. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 969.65 feet; thence southerly, deflecting to the right 91 degrees 19 minutes 37 seconds, a distance of 461.77 feet; thence southerly, deflecting to the left 32 degrees 08 minutes 35 seconds, a distance of 191.03 feet to the south line of Parkway Drive and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 51.05 feet; thence south-westerly, deflecting to the right 64 degrees 02 minutes 20 seconds, a distance of 219.88 feet and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1. OR

1978902
A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of Government Lot 3, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota lying easterly of Trunk Highway 61. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 16; thence east along the south line of said Section 16 a distance of 148.15 feet to the point of beginning of the centerline to be described; thence northwesterly; deflecting to the left 107 degrees 57 minutes 28 seconds, a distance of 178.98 feet; thence northerly, deflecting to the right 18 degrees 05 minutes 00 seconds, a distance of 329.80 feet; thence northerly, deflecting to the right 06 degrees 02 minutes 45 seconds, a distance of 306.68 feet; thence northeasterly a distance of 286.92 feet along a tangential curve concave to the southeast having a radius of 650 feet and a central angle of 25 degrees 17 minutes 30 seconds; thence northeasterly tangent to said curve 123.72 feet; thence northeasterly, deflecting to the right 01 degree 50 minutes 45 seconds, a distance of 106.37 feet; thence northeasterly a distance of 100 feet along a tangential curve, concave to the southeast having a radius of 650 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across said Government Lot 3 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

1978903

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H. Paul. 037

Photocopied

STATE OF MINNESOTA }
 County of Ramsey } SS

Office of the County Recorder

This is to certify that the within instrument was filed and recorded in the office of St. Paul on the 15 day of April A.D. 1977 at 15:25:45 and that the same was indexed in Ramsey County under the ser. Doc. No. 15 25 45

By: _____
 Deputy

ROBERT T. GIBBONS
 County Recrd. Dep.

Richard Meyers
 1758 Venus Avenue
 St. Paul, Minn
 55112

Return to
 RICHARD MEYERS
 Attorney at Law
 1758 Venus Ave.
 St. Paul, Minn. 55112

EXHIBIT D

(ABSTRACT)

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.

Together with a permanent easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21; thence South 0 degrees 33 minutes 16 seconds East along the West line of said Southwest Quarter a distance of 117.75 feet; thence North 89 degrees 26 minutes 44 seconds East a distance of 1995.04 feet to the beginning of the land to be described; thence South 29 degrees 15 minutes 18 seconds East a distance of 130.23 feet; thence North 61 degrees 16 minutes 49 seconds East a distance of 121.44 feet; thence North 29 degrees 15 minutes 19 seconds West a distance of 130.46 feet; thence South 61 degrees 10 minutes 27 seconds West a distance of 121.44 feet to the point of beginning.

(TORRENS)

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 and said centerline there terminating.

Together with a 20.00 foot wide permanent easement for sanitary sewer purposes over, under, and across that part of Section 28, Township 29 North, Range 22 West, Ramsey County Minnesota.

The centerline of said easement is described as follows:

Commencing at the Northeast corner of said Section 28; thence West along the North line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds a distance of 355.00 feet; thence easterly; deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly Right of Way line of the Burlington Northern, Inc. railroad and said centerline there terminating.



Doc No **A04697384**

Certified, filed and/or recorded on
Feb 6, 2018 2:44 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 303

Pkg ID 1231698E

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT ("Agreement") is made this 25th day of October, 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."

- A. Grantor is the owner of the fee title to real property situated in Ramsey County, Minnesota legally described as follows:

See legal description attached hereto as Exhibit A (the "City Property").

- B. Pursuant to that certain easement dated June 13, 1975, attached as **Exhibit B** (the "1975 Easement"), and that certain easement dated April 12, 1977, recorded on September 23, 1977 as Document Number 1978903 by the Ramsey County Recorder, attached hereto as **Exhibit C** (the "1977 Easement"), hereinafter collectively referred to as the "Original Easement Agreements," Grantor granted to the Metropolitan Waste Control Commission, an agency of and predecessor in interest to Grantee, perpetual easements for sanitary sewer purposes.
- C. The Original Easement Agreements incorrectly described certain portions of the property intended to be affected by the easements granted therein; specifically, the parcels identified in Exhibit A of the 1975 Easement as "Easement 2" and "Easement 3," and the parcels identified in Exhibit A of the 1977 Easement as "1CR1" and "1BR," collectively referred to as the "Existing Easement Areas."
- D. Grantor and Grantee wish to terminate certain portions of the Original Easement Agreements as they relate to the Existing Easement Areas.
- E. Grantor and Grantee wish to replace those portions of the Original Easement Agreements and to provide for the conveyance of a new easement as hereafter set forth.

NOW THEREFORE, in consideration of the facts stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, the Parties agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part hereof by this reference.

2. Termination of Certain Portions of the Original Easement Agreements. The Original Easement Agreements are hereby terminated as to the Existing Easement Areas identified in Paragraph C above. Grantee hereby disclaims any right, title or interest in or to any or all of the Existing Easement Areas that Grantee may have obtained by virtue of the Original Easement Agreements.

3. Grant of Perpetual Sanitary Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over, under and across the property legally described in **Exhibit D** attached hereto (the "Easement Area"), for the location, installation, construction, repair, replacement, maintenance, use and operation of a sewer interceptor, temporary meter and other related improvements with the exception of any above ground permanent buildings or structures (the "Sanitary Sewer Easement"). Said easement includes the right of ingress and egress over and across the City Property by Grantee and its agents, employees, permittees and contractors for the use of the Easement Area to exercise the rights and privileges herein granted. Any use of the Easement Area, as described above, that would require additional use of City Property adjacent to but outside of the Easement Area, will require Grantee to obtain temporary construction easements from Grantor.

The Sanitary Sewer Easement further includes the right of Grantee to cut, trim or remove from the Easement Area any trees, shrubs, undergrowth or other vegetation as in Grantee's judgment unreasonably interferes with the use of the Easement Area by Grantee, but not without proper advance notice to Grantor and provided that Grantee shall take all reasonable precautions to prevent any damage to the City Property.

Subsequent to the execution of the Sanitary Sewer Easement, 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 consent of Grantee.

4. Restoration. Grantee will ensure that following any activity by Grantee within the Easement Area and any future temporary construction easement area(s) that may be required to service the sewer facilities, said easement areas will be restored as far as practicable to their previous condition.

5. 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 Sanitary Sewer Easement described herein.

6. 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. 4th Street, Rm. 1000
Saint Paul, MN 55012

Grantee: Metropolitan Council

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

7. The provisions and conditions of this Agreement 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.

[signature pages attached]

GRANTOR:

City of Saint Paul, Minnesota, a municipal corporation

By: Nancy P. Homans
Its Mayor or Deputy Mayor

By: Todd P. Hurley
Its Director of Financial Services

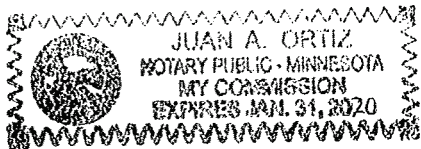
By: Shari Moore
Its City Clerk

Approved as to form:

Virginia Palmer
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 25TH day of October, 2016, by Nancy P. Homans, Mayor or Deputy Mayor, Todd P. Hurley, Director, Office of Financial Services and Shari Moore, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.



[Signature]
Notary Public

GRANTEE:

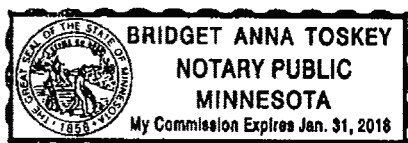
Metropolitan Council, a public Corporation and political subdivision of the State of Minnesota

By:  _____
Weston W. Kooistra

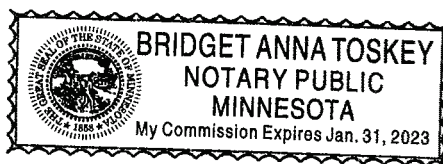
Its: Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of November, 2016, 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:

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, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

AND

PARCEL 3:

That part of the westerly of the Railroad Right of Way, Government Lot 2 in Section 22, Township 29, Range 22,

AND

Except the North part of the Railroad Right of Way,

AND

Except the Water Works Right of Way,

AND

Except Phalen Heights Park

AND

Except streets,

The following; Government Lot 5 and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 29, Range 22.

EXHIBIT B

EASEMENT

THIS INSTRUMENT, Made this 13th day of June,
1975, by and between THE CITY OF SAINT PAUL, a municipal corporation
organized and existing under the laws of the State of Minnesota,
party of the first part, and the METROPOLITAN WASTE CONTROL COMMIS-
SION, a duly constituted agency of the Metropolitan Council, party
of the second part;

WITNESSETH; That the said party of the first part, in consid-
eration of One Dollar and other good and valuable consideration, to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, does hereby Grant, Bargain, Sell,
Convey and Warranty to said party of the second part the permanent
non-exclusive easements for sanitary sewer purposes, including but
not limited to the right to construct, reconstruct, maintain, oper-
ate and repair underground sewer mains, pipes and appurtenances, and
the right of ingress and egress for such purposes, situate in Ramsey
County, Minnesota, described on Exhibit A attached hereto and made a
part hereof.


IN TESTIMONY WHEREOF, The said party of the first part has
caused these presents to be duly executed as of the day and year
first above written.

(Corporate Seal)

THE CITY OF SAINT PAUL

By


Mayor


Director, Department of Finance
and Management Services



City Clerk

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this
13th day of June, 1975, by Lawrence D. Cohen, Mayor,
Roger A. Mattson, Director of the Department of Finance and Manage-
ment Services, and Mrs. Rose Mix, City Clerk, of the City of Saint
Paul, a municipal corporation, on behalf of said City.

Albert B. Olson
Notary Public, Ramsey County, Minn.
My commission expires _____

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

 ALBERT B. OLSON
Notary Public, Ramsey Co. Mn.
MY COMMISSION EXPIRES
November 18, 1980

FORM APPROVED:
[Signature]
Asst. City Attorney

EXHIBIT A

Easement 1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3, and vacated Lots 8 through 14 and 22, Block 4, KIEFFER PARK, according to the plat thereof on file in the Office of the Register of Deeds, in and for Ramsey County, Minnesota, located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the centerline to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence south-easterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Together with a temporary construction easement over, under, and across that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of said Section 27, lying 20 feet on each side of the above-described centerline, and

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16, lying southwesterly of a line drawn 50 feet easterly of and parallel to the above-described centerline.

Said temporary easements expire on December 31, 1975.

Easement 2

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the Northeast Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of

St. Paul Water Board right of way. The center line of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 529.14 feet to the point of beginning of the centerline to be described; thence southerly, deflecting to the left 98 degrees 17 minutes 00 seconds, a distance of 578.50 feet; thence southeasterly, deflecting to the left 41 degrees 33 minutes 55 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Together with a temporary construction easement over, under and across that part of the Northeast Quarter of said Section 28, lying 50 feet on each side of the above-described centerline.

Said temporary easement expires December 31, 1976.

Easement 3

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of 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 west along the south line of said Section 21 a distance of 529.14 feet; thence northerly, deflecting to the right 81 degrees 43 minutes 00 seconds, a distance of 33.35 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 18 degrees 07 minutes 50 seconds, a distance of 618.32 feet; thence northwesterly a distance of 488.95 feet along a nontangential curve, concave to the northeast having a radius of 675 feet, and central angle of 41 degrees 30 minutes 13 seconds, the chord of said curve deflects 31 degrees 57 minutes 22 seconds, to the left from the last described line; thence northwesterly tangent to said curve 252.01 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central

angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 730.35 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 47 degrees 35 minutes 35 seconds; thence westerly tangent to said curve 265.92 feet; thence westerly a distance of 278.47 feet along a tangential curve, concave to the north having a radius of 300.00 feet and a central angle of 53 degrees 11 minutes 00 seconds; thence northwesterly tangent to said curve 134.38 feet; thence northerly a distance of 149.05 feet along a tangential curve, concave to the east having a radius of 300.00 feet and a central angle of 28 degrees 28 minutes 00 seconds; thence northerly tangent to said curve 136.41 feet; thence northwesterly a distance of 780.74 feet along a tangential curve, concave to the southwest having a radius of 735.00 feet and a central angle of 60 degrees 51 minutes 40 seconds; thence northwesterly tangent to said curve 588.25 feet; thence northerly, deflecting to the right 21 degrees 17 minutes 55 seconds, a distance of 331.77 feet; thence northwesterly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northerly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21, lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT C

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SEP 23 1 52 PM '77

EASEMENT

THIS INSTRUMENT, Made this 12 day of April, 1977, by and between the CITY OF SAINT PAUL, a municipal corporation organized and existing under the laws of the State of Minnesota, party of the first part, and the METROPOLITAN WASTE CONTROL COMMISSION, a duly constituted agency of the Metropolitan Council created and organized pursuant to Minnesota Laws 1969, Chapter 449, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, perpetual permanent and temporary construction easements for sanitary sewer purposes, including but not limited to the right to construct, reconstruct, maintain, operate and repair underground sewer mains, pipes and appurtenances, and the right of ingress and egress for such purposes, situate in Ramsey County, Minnesota, described in Exhibits A, Parcels 1A, 1BR, 1CR1, and 1DR, said exhibits attached hereto and made a part hereof. And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid. And the above-bargained and granted easements, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, hereinbefore mentioned, the said party of the first part will warrant and defend.

NOTED BY AUDITOR
SEPT. 20 1977
LORU MEKEHNA
Auditor, Ramsey County, Minnesota
By [Signature]

Page 1 of 8

9845 \$00.00 110 1216 A

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed in its corporate name by its mayor and Director of Finance & Management Services, and its City Clerk and its corporate seal to be hereunto affixed the day and year first above written.



CITY OF SAINT PAUL
By George Latimer
Its Mayor
By Rose Mix
Its City Clerk
By Bernard Carlson 4-12-77
Its Director of Finance & Management Services

FORM APPROVED
[Signature]
Attorney

1978903

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged this 12 day of April, 1977, by George Latimer, Rose Mix, and Bernard Carlson, the Mayor, City Clerk, and Director of Finance of the CITY OF SAINT PAUL, a municipal corporation, on behalf of the corporation, by authority of the City Council and that said George Latimer, Rose Mix, and Bernard Carlson acknowledged same to be the free act and deed of said corporation.

This instrument was drafted by Richard Meyers, 1758 Venus Ave., St. Paul, Minnesota, 55112

Joanne Rettner
JOANNE RETTNER
Notary Public, Ramsey Co. Mn.
MY COMMISSION EXPIRES
March 29, 1979

STATE DEED TAX DUE \$ Exempt

EXHIBIT A

DESCRIPTION OF EASEMENT: 1a

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across vacated Lots 15 and 16, Block 3 and vacated Lots 8 through 14 and 22, Block 4 KIEFFER PARK, according to the plat on file in the Office of the Register of Deeds, all in the Northwest Quarter of the Northwest Quarter of Section 27, Township 29 North, Range 22 West, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 27; thence south along the west line of said Section 27 a distance of 809.21 feet; thence southeasterly, deflecting to the left 67 degrees 23 minutes 55 seconds, a distance of 87.23 feet; thence southerly, deflecting to the right 46 degrees 40 minutes 00 seconds, a distance of 5.56 feet to the easterly right of way line of the Burlington Northern, Inc. railroad right of way and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 107.64 feet; thence southeasterly, deflecting to the left 29 degrees 16 minutes 20 seconds, a distance of 351.89 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across that part of the above described tract lying 20 feet on each side of the above described centerline.

Together with a temporary construction easement over, under, and across that part of said vacated Lots 15 and 16 lying 50 feet easterly of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 BR

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the north 957.20 feet of the North-east Quarter of Section 28, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying east of the St. Paul Water Board right of way. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Section 28; thence west along the north line of said Section 28 a distance of 644.76 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 94 degrees 30 minutes 30 seconds, a distance of 40.69 feet; thence southerly, deflecting to the left 15 degrees 38 minutes 00 seconds, a distance of 569.65 feet; thence southeasterly, deflecting to the left 29 degrees 43 minutes 00 seconds, a distance of 355.00 feet; thence easterly, deflecting to the left 39 degrees 48 minutes 40 seconds, a distance of 155.10 feet more or less to the westerly right of way line of the Burlington Northern, Inc. railroad and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 CR1

A 20 foot permanent easement for sanitary sewer purposes over, under, and across a part of Section 21, Township 29 North, Range 22 West, Ramsay County, Minnesota. The centerline of said easement is described as follows:

1978903

Commencing at the southeast corner of said Section 21; thence west along the south line of said Section 21 a distance of 644.76 feet; thence northerly, deflecting to the right 85 degrees 29 minutes 30 seconds, a distance of 75.23 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 11 degrees 05 minutes 00 seconds, a distance of 453.88 feet; thence northwesterly, deflecting to the left 10 degrees 49 minutes 55 seconds, a distance of 82.08 feet; thence northwesterly a distance of 459.04 feet along a non-tangential curve, concave to the northeast having a radius of 636.89 feet, a central angle of 41 degrees 17 minutes 46 seconds, and the chord of said curve deflects 32 degrees 34 minutes 10 seconds to the left from the last described line; thence northwesterly tangent to said curve 267.25 feet; thence northwesterly a distance of 386.04 feet along a tangential curve, concave to the southwest having a radius of 3819.72 feet and central angle of 05 degrees 47 minutes 26 seconds; thence northwesterly tangent to said curve 156.71 feet; thence westerly a distance of 347.65 feet along a tangential curve, concave to the south having a radius of 879.25 feet and a central angle of 22 degrees 39 minutes 16 seconds; thence westerly, deflecting to the left 17 degrees 34 minutes 59 seconds from the tangent of the last described curve, a distance of 682.64 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 northerly tangent to said curve 207.09 feet; thence northerly, deflecting to the right 20 degrees 36 minutes 15 seconds, a distance of 539.72 feet; thence northwesterly, deflecting to the left 42 degrees 49 minutes 15 seconds, a distance of 744.72 feet; thence westerly, deflecting to the left 10 degrees 12 minutes 00 seconds, a distance of 277.29 feet; thence northwesterly, deflecting to the right 21 degrees 17 minutes 55 seconds,

1978903

a distance of 331.77 feet; thence westerly, deflecting to the left 22 degrees 07 minutes 37 seconds, a distance of 473.95 feet; thence northwesterly, deflecting to the right 44 degrees 24 minutes 45 seconds a distance of 249.70 feet; thence northeasterly, deflecting to the right 47 degrees 42 minutes 11 seconds, a distance of 394.37 feet; thence northerly deflecting to the left 20 degrees 09 minutes 01 seconds a distance of 564.12 feet; thence northwesterly, deflecting to the left, 32 degrees 14 minutes 44 seconds a distance of 574.36 feet; thence northerly, deflecting to the right 13 degrees 23 minutes 55 seconds a distance of 295.38 feet to a point on the north line of said Section 21 distant 148.15 feet east of the northwest corner thereof and said centerline there terminating.

Also a temporary construction easement over, under, and across said Section 21 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

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EXHIBIT A

DESCRIPTION OF EASEMENT: L, DR

1978903
A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of Government Lot 3, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota lying easterly of Trunk Highway 61. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Section 16; thence east along the south line of said Section 16 a distance of 148.15 feet to the point of beginning of the centerline to be described; thence northwesterly, deflecting to the left 107 degrees 57 minutes 28 seconds, a distance of 178.98 feet; thence northerly, deflecting to the right 18 degrees 05 minutes 00 seconds, a distance of 329.80 feet; thence northerly, deflecting to the right 06 degrees 02 minutes 45 seconds, a distance of 306.68 feet; thence northeasterly a distance of 286.92 feet along a tangential curve concave to the southeast having a radius of 650 feet and a central angle of 25 degrees 17 minutes 30 seconds; thence northeasterly tangent to said curve 123.72 feet; thence northeasterly, deflecting to the right 01 degrees 50 minutes 45 seconds, a distance of 106.37 feet; thence northeasterly a distance of 100 feet along a tangential curve, concave to the southeast having a radius of 650 feet and said centerline there terminating.

Also a temporary construction easement over, under, and across said Government Lot 3 lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

EXHIBIT A

DESCRIPTION OF EASEMENT: 1 E

1978903

A 20 foot permanent easement for sanitary sewer purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota southerly of Parkway Drive lying 250 feet north-easterly of and adjacent to a line described as commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 795.10 feet; thence southeasterly, deflecting to the right 61 degrees 49 minutes 00 seconds, a distance of 350.88 feet; thence southerly, deflecting to the right 14 degrees 46 minutes 00 seconds, a distance of 290.30 feet to the point of beginning of the line to be described; thence southeasterly, deflecting to the left 25 degrees 20 minutes 00 seconds, a distance of 1000 feet and there terminating. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 969.65 feet; thence southerly, deflecting to the right 91 degrees 19 minutes 37 seconds, a distance of 461.77 feet; thence southerly, deflecting to the left 32 degrees 08 minutes 35 seconds, a distance of 191.03 feet to the south line of Parkway Drive and the point of beginning of the line to be described; thence continuing southerly, on the prolongation of the last described line, 51.05 feet; thence south-westerly, deflecting to the right 64 degrees 02 minutes 20 seconds, a distance of 219.88 feet and said centerline there terminating.

Also a temporary construction easement over, under and across that part of the above described tract lying 50 feet on each side of the above described centerline.

Said temporary easement expires December 31, 1976.

KT

1978903

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St. Paul City

Metropolitan

STATE OF MINNESOTA	1	SS
County of Ramsey		
Office of the County Recorder		
This is to certify that the within instrument was filed for record in this office at St. Paul on the <u>23</u> day of <u>April</u> A.D. 19 <u>77</u> at <u>1:26</u> o'clock <u>P.</u> M. and that the same was recorded in Ramsey County Records as Dec. No. <u>157823</u>		
By:	ROBERT T. GIBBONS	Deputy
	County Recorder	

+

Richard Meyers
 1758 Venus Avenue
 St. Paul, Minn
 55112

Return To
 RICHARD MEYERS
 Attorney at Law
 1758 Venus Ave.
 St. Paul, Mn. 55112

EXHIBIT D

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.

Together with a permanent easement for sanitary sewer purposes over that part of the Southwest Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21; thence South 0 degrees 33 minutes 16 seconds East along the West line of said Southwest Quarter a distance of 117.75 feet; thence North 89 degrees 26 minutes 44 seconds East a distance of 1995.04 feet to the beginning of the land to be described; thence South 29 degrees 15 minutes 18 seconds East a distance of 130.23 feet; thence North 61 degrees 16 minutes 49 seconds East a distance of 121.44 feet; thence North 29 degrees 15 minutes 19 seconds West a distance of 130.46 feet; thence South 61 degrees 10 minutes 27 seconds West a distance of 121.44 feet to the point of beginning.

Exhibit F: Form of Amendment

**AMENDMENT NO. __ TO DEVELOPMENT AGREEMENT
(DAYLIGHTING PHALEN CREEK PROJECT):
REACH(ES) __ (PHASE __)**

This AMENDMENT NO. __ is to the above Development Agreement (“**Agreement**”) (dated _____), between the City of Saint Paul, a municipal corporation (“**City**”) and Lower Phalen Creek Project (d/b/a Wakanj Tipi Awanjankapi), a not-for-profit organization, a registered 501(c)(3) Minnesota non-profit corporation (“**LPCP**”). The Effective Date is _____.

WHEREAS, in the Agreement, the Parties agreed on a process under which they may mutually agree, to add additional Reaches via amendment after review of proposals for additional improvements or expansion of the Project as funding and other resources become available; and

WHEREAS, the Parties now seek to add Reaches __ (Phase __) to the Project under the following terms;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, the City and LPCP hereby agree as follows:

The following scope is hereby added to the Agreement:

- a. Property Description. A brief narrative description is as follows: _____. See Exhibit A hereto, Map of Reach(es) __ (Phase __)
- b. Project Cost: Approximately \$ _____. See Exhibit B hereto, Preliminary Budget for Reach(es) __ (Phase __)
- c. Schedule: See Exhibit C hereto, Schedule for Reach(es) __ (Phase __).
- d. Property Owners: See Exhibit D hereto, Property Owners for Reach(es) __ (Phase __); Exhibit E hereto, Easement/Survey Details for Reach(es) __ (Phase __).

All other provisions of the Agreement remain in full force and effect and are hereby confirmed.

In witness whereof parties have caused this Agreement to be duly executed on the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SAINT PAUL

LOWER PHALEN CREEK PROJECT (d/b/a
WAKAD TIPI AWAJYADKAPI)

Mayor

Maggie Lorenz, Executive Director

Director of Parks & Recreation

Director of Finance

City Clerk

Approved as to form:

Assistant City Attorney