

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ST. PAUL FOR
Right of Way Acquisition for 2025 Eustis Street Improvements**

Total Estimated Right of Way Acquisition Cost: \$8,150.00
City of St. Paul Estimated Cost: \$8,150.00

- Attachments:**
A- Acquisition Estimate
B- Right of Way Plan

This Agreement is between the City of St. Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for Right of Way Acquisition.

WHEREAS, The Project Limits are defined as Eustis Street (County Road 127) from 107-foot south of the Lauderdale – St. Paul Border to Larpenieur Avenue ("Project Limits"); and

WHEREAS, in the area affected by construction, Eustis Street is designated County Road 127 and is located in the City; and

WHEREAS, a portion of Eustis Street is in the City rights-of-way and a portion of Eustis Street is in County rights-of-way; and

WHEREAS, the City and County desire to repave Eustis Street, and make other improvements within the Project Limits ("Project"); and

WHEREAS, these improvements require right of way ("ROW") acquisition; and

WHEREAS, plans for the Project showing proposed ROW acquisition and estimated costs of said acquisition according to the County and City share are included herein as attachments;

WHEREAS, the Project is identified in Ramsey County's 2024-2028 Transportation Improvement Program for Roadway Construction Improvements;

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. Responsibility for the Right of Way Plan and Acquisition
 - 1.1. The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project.
 - 1.2. The County will acquire the proposed easements and ROW.

2. Procurement and Award of Contract
 - 2.1. The County will purchase ROW acquisition services and appraisal services in accordance with State law and County procedures.

3. Project Costs
 - 3.1. Except as provided herein, the County and City will participate in the costs of ROW acquisition in accordance with the Ramsey County Cost Participation Policy and approved in the 2024 – 2028 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.
 - 3.2. ROW Acquisition Costs
 - 32.1. The parties acknowledge that the estimated ROW acquisition costs that are set forth in this Agreement, including Attachment A, are estimates only, and that the County's and City's final respective shares of costs under this Agreement will be based on actual costs, not such estimates.
 - 32.2. ROW acquisition costs including payment to owners, relocation assistance, and other related costs of acquiring ROW for the Project within the City will be paid 100% by the City.
 - 32.3. The County will not be responsible for assessments, fees, or fines, associated with owning property acquired for the Project. If the City imposes assessments, fees, or fines, the County will pay those costs and the City will reimburse the County for those costs.
 - 32.4. The County will pay 100% of County staff time for ROW acquisition.

4. Payment Schedule
 - 4.1. The County will invoice ROW acquisition costs and payments will be invoiced monthly.
 - 4.2. Payment will be made within 35 days of receipt of an invoice.
5. Temporary Easement obtained under this Agreement will be owned and maintained by the County during construction.
6. The City grants the County temporary construction easements over all City owned ROW and property within the limits of the Project for use during construction at no cost to the County.
7. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.
8. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
 - 8.1. ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as 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 (i) to be "written" or "in writing", (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record 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.
9. This Agreement shall remain in full force and effect until terminated by written mutual agreement of the parties.

If to the CITY: City of St. Paul
891 Dale St. N, St. Paul, MN 55103
St. Paul, MN 55113
Attention: Nick Peterson, St. Paul City Engineer

If to the COUNTY: Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Attention: Brad Estochen, Ramsey County Engineer

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF ST. PAUL, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

Approved by the Office of Financial Services:

By: _____

Date: _____

RAMSEY COUNTY, MINNESOTA

Ling Becker, County Manager

Date: _____

Approval recommended:

Brad Estoche, Ramsey County Engineer
Public Works Department

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

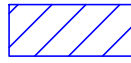
P-3397 Eustis Street Improvements Between 107-Feet South of the Lauderdale - St. Paul Border to Larpenteur Avenue
ROW Expense Estimate - City of St. Paul 12-06-2024

Project Parcel #	Site Address	Parcel ID	City	Parcel Size (SQ FT)	TE Area (SQ FT)	PE AREA (SQ FT)
13	1550 Eustis Street	202923240064	St. Paul	32,252	200	0

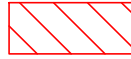
ROW Expense Estimate

Estimated Easement Expense	\$ 2,300.00
Estimated Relocation Assistance	\$ 2,500.00
Estimated Appraisal Consultant Expense	\$ 1,500.00
Estimated Acquisition Consultant Expense	\$ 1,850.00
Total ROW Expense Estimate	\$ 8,150.00
City of St. Paul 100%	\$ 8,150.00

PARCEL 13



TEMPORARY EASEMENT = 200 SQ FT



PERMANENT EASEMENT = 0 SQ FT

EUSTIS STREET

EX ROW

CONSTRUCTION LIMITS

TEMPORARY EASEMENT
200 SQ FT

10.0'

20.0'

PROPERTY LINE

PARCEL 13
1550 EUSTIS STREET

Attachment B - Right of Way Exhibit

PLOT DATE: Nov 20, 2024 - 1:56pm
FILE NAME: K:\p-z\Ramsley\Cy\20683000\04_Production\01_CAD\02_Sheets\ROW IMPACTS.dwg



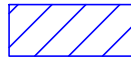
PARCEL 13
1550 EUSTIS STREET
SAINT PAUL, MN 55108
202923240064

PARCEL SKETCH

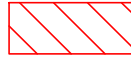
11/20/24



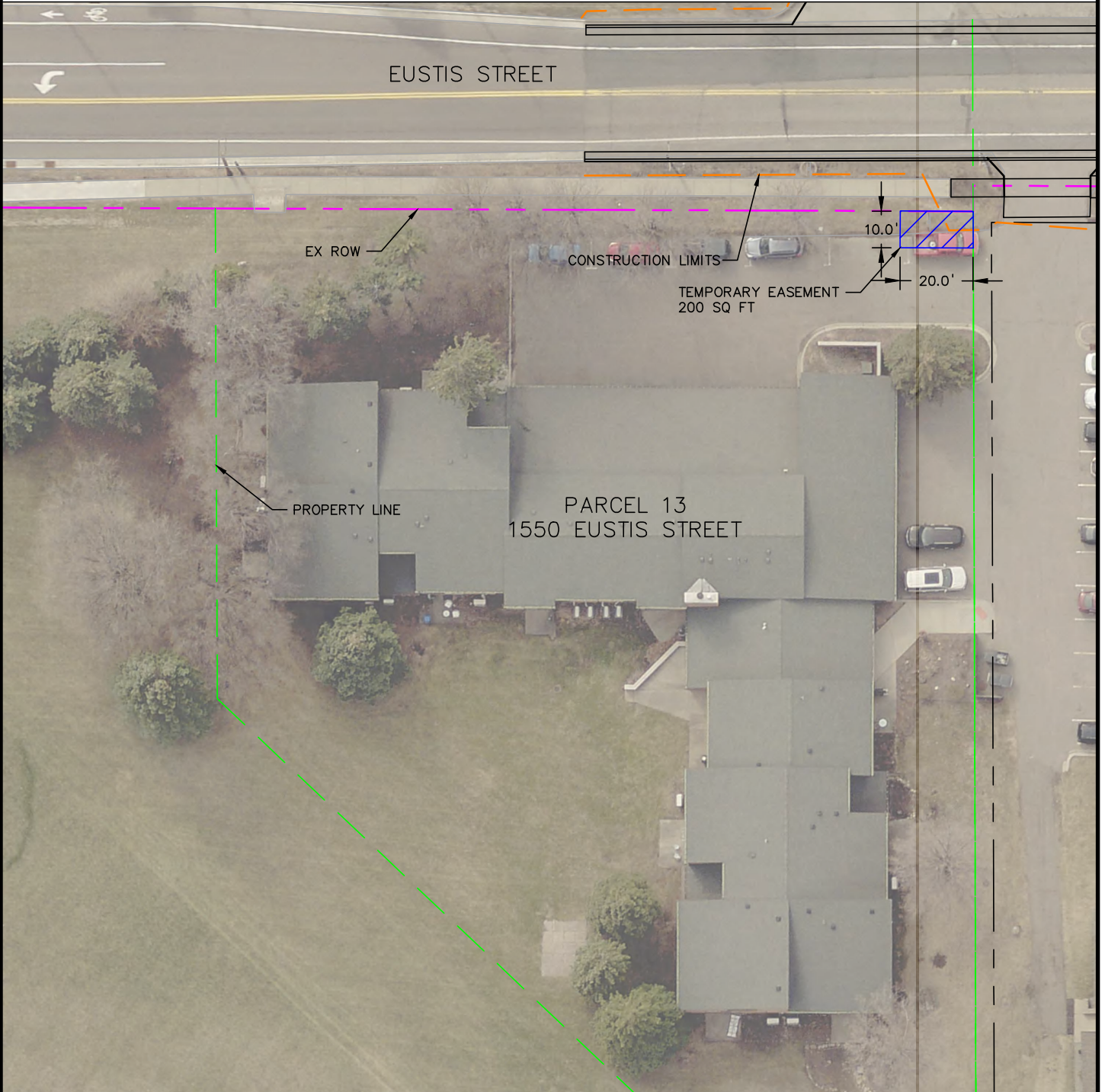
PARCEL 13



TEMPORARY EASEMENT = 200 SQ FT



PERMANENT EASEMENT = 0 SQ FT



Attachment B - Right of Way Exhibit

PLOT DATE: Nov 20, 2024 - 1:56pm
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PARCEL 13
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SAINT PAUL, MN 55108
202923240064

PARCEL SKETCH

11/20/24

