

Public Works Use	Ramsey County Project Title: Como Golf Course Ponds and Lift Station Easement	
	State/Federal Fund No.(s): EPA Project No. S-005660-02	
	Parcel No.:	PIN: 222923440003
	<input type="checkbox"/> ABSTRACT <input type="checkbox"/> TORRENS <i>(check all that apply)</i>	
Property Street Address: 1250 Kaufman Drive, Saint Paul, MN 55103		

## PERMANENT DRAINAGE AND UTILITY EASEMENT AND AGREEMENT

*(In-lieu of Eminent Domain) (Entity to County)*

GRANTOR and GRANTEE (both parties are identified on page 2) agree:

1. Upon payment of the consideration (Section 3), and without any further deed or action, GRANTOR grants and conveys to GRANTEE a permanent drainage and utility easement (Easement) over, under and across the real property described on Exhibit A (Legal Description). Exhibit B describes the burdened or parent parcel or tract, and is provided to assist in recording the easement only. If attached, Exhibit C is a graphical depiction of the area for convenience of the parties and does not limit or extend the easement area.
2. Easement conveys to GRANTEE all rights necessary for the construction, operation, and maintenance of all public drainage and utility uses now known or adopted in the future. Said rights include, but are not limited to, the following rights (the "Easement Rights"):
  - A. To enter upon and use the real estate described in Exhibit A (Easement Area) to construct, inspect, use, maintain, repair and replace public utilities and drainage facilities over, under, across and through the Easement Area,
  - B. To construct, inspect, use, maintain, repair and replace fences, drainage ways, ponds, pipes, lines, conduits and mains, flow control structures, poles, wires, equipment, materials and other improvements in connection with said utilities and drainage facilities over, under across and through the Easement Area,
  - C. To excavate and refill ditches, trenches and ponds, to remove and import soils, to discharge and store water thereon, to grade and run storm and surface water across and through the Easement Area,
  - D. To remove trees, brush, undergrowth and other obstructions, and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.
  - E. To restore any GRANTOR property that at any time is reasonably found by GRANTOR to have been damaged or altered by GRANTEE's or its contractors, sub-contractors, or agents' use of the Easement Area or by any of GRANTEE's public drainage and utility infrastructure. Grantor will give Notice to GRANTEE demanding that the GRANTEE undertake repairs as soon as is reasonably practical, subject to prior review and approval by GRANTOR, which approval will not be unreasonably withheld, conditioned, or delayed. If the GRANTEE fails to undertake and complete the necessary restoration or repairs within sixty (60) days after receipt of such Notice and demand from GRANTOR, GRANTOR may perform the necessary restoration or repairs in a manner determined by GRANTOR, in GRANTOR's sole discretion, to be necessary, and charge GRANTOR the cost of the repairs
3. GRANTEE will pay (\$1.00) One and 00/100 dollars to GRANTOR as full compensation for any and all claims relating to the conveyance of the Easement. Payment will be made within 60 days of the effective date, unless otherwise agreed.

4. GRANTOR represents and warrants that:
  - A. It is lawfully seized and possessed of the real estate conveyed by this Easement, and that it holds the same free of any burden, lien, or claim that conflicts with the rights conveyed herein;
  - B. It will cooperate fully in obtaining any consent, release, waiver, or subordination requested by GRANTEE of any third-party with a lien, mortgage, lease, or other claim in the burdened parcel or tract;
  - C. It understands that all compensation paid for the Easement anticipates that GRANTOR is able to convey all rights outlined herein, and that any compensation paid is contingent on GRANTEE being able to exercise those rights against all others; and
  - D. It knowingly waives all claims to damages pursuant to Minnesota Statutes Chapter 117, except those related to relocation or reestablishment, if applicable.
5. Indemnification Covenants by GRANTEE. Except to the extent such loss or damage is caused by the willful misrepresentation, gross negligence, or intentional misconduct of one or more of the Grantor Indemnified Parties (as hereinafter defined), Grantee hereby defends, indemnifies, and holds harmless Grantor and its respective body members, officials, officers, servants, employees and agents (collectively, the "Grantor Indemnified Parties") from and against, any claims or demands for damages of any kind (including property damage, injury or death to persons, loss, costs, fines, charges, and reasonable attorneys' fees and costs) occurring at, about, or in connection with any portion of the Easement Area relating to any of the Grantee's Easement Rights or any acts or omissions of Grantees (including its contractors, subcontractors of any tier and any party for which the foregoing are responsible) in connection with this Easement Agreement. In no event will this agreement be construed to negate, abridge, or waive Grantee's liability or immunities pursuant to Minnesota Statutes, Chapter 466.

This writing constitutes the whole of any agreement between GRANTOR and GRANTEE regarding the acquisition of the rights enumerated herein, and any modification must be in writing. This agreement (and the granted Easement) is binding upon the parties, their successors and assigns. GRANTOR represents that it has the authority to enter into this agreement and the ability to convey the interests contemplated herein. Parties agree to cooperate with each other, provide all documentation, and do all such acts as reasonably required to effectuate the purposes of this Agreement and Easement.

Grantor Initial Here
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GRANTOR acknowledges that it has had an opportunity to discuss the agreement with its legal counsel, that this agreement is in lieu of eminent domain, it is transferring the property voluntarily, and it is knowingly waiving rights it may have under Minnesota eminent domain law.

The following individual represents that it has the authority to enter into this agreement and to bind the GRANTOR.

GRANTOR	Entity Name:	City of Saint Paul	GRANTOR	
	Entity Type:	<input type="checkbox"/> corporation <input type="checkbox"/> limited liability company <input type="checkbox"/> limited liability partnership <input type="checkbox"/> municipal corporation		Name:
	State of Registration:			Title:
				Date:
	GRANTOR Name: Title: Date:			
	GRANTOR Name: Title: Date:			
	GRANTOR Name: Title: Date:			
	APPROVED AS TO FORM Name: Title: Date:			

Notary	State of Minnesota, County of _____
	This instrument was acknowledged before me on _____, by _____ (name) as _____ (title) of _____ (entity).
	(stamp)
	(signature of notarial officer) Title (and Rank): _____ My commission expires: _____ (month/day/year)

GRANTEE	County of Ramsey, a political subdivision of the state of Minnesota, acting through its Director of Public Works	_____ GRANTEE <input type="checkbox"/> Director <input type="checkbox"/> Authorized Representative	
		Name:	
		Date:	
Notary	State of Minnesota, County of _____		
	This instrument was acknowledged before me on _____, by _____ (name) as _____ (title) of _____ (entity).   <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div data-bbox="246 716 776 848" style="width: 45%;">           (stamp)         </div> <div data-bbox="776 716 1472 848" style="width: 50%;">           _____  <i>(signature of notarial officer)</i>            Title (and Rank): _____            My commission expires: _____  <div style="text-align: right;">(month/day/year)</div> </div> </div>		

## **EXHIBIT A**

(Legal Description of Easement Area)

Those parts of the west half of Section 23 and the Southeast Quarter of Section 22, Township 29, Range 23, Ramsey County, Minnesota, described as lying westerly of the westerly right of way line of Lexington Parkway, and lying southerly and easterly of the following described "Line A", and lying easterly, southerly and northerly of the following described "Line B":

### **Line A:**

Beginning at the intersection of the west section line and the east-west quarter line of said Section 23; thence South 89 degrees 41 minutes 21 seconds East, assumed bearing, along said east-west quarter line, a distance of 290.00 feet; thence North 30 degrees 29 minutes 48 seconds East, a distance of 523.00 feet, more or less, to said westerly right of way line of Lexington Parkway and there terminating.

### **Line B:**

Beginning at the intersection of the west section line and the east-west quarter line of said Section 23; thence South 00 degrees 15 minutes 42 seconds East, assumed bearing, along said west section line, a distance of 66.00 feet; thence South 74 degrees 29 minutes 21 seconds West, a distance of 253.00 feet; thence South 53 degrees 22 minutes 59 seconds East, a distance of 516.00 feet; thence North 89 degrees 32 minutes 20 seconds East, a distance of 210.00 feet, more or less, to said westerly right of way line of Lexington Parkway and there terminating.

## **EXHIBIT B**

(Legal Description of Parent or Burdened Parcel)

Those parts of the Southwest Quarter of the Northwest Quarter and the Northwest Corner of the Southwest Quarter of Section 23 and the Northeast Quarter of the Southeast Quarter of Section 22, all in Township 29, Range 23, Ramsey County, Minnesota

## **EXHIBIT C**

(Easement Area Exhibit or Sketch)

Directions: Attach sketch following this sheet or label sketch sheet "Exhibit C" and remove this page. (This exhibit is NOT required and can be omitted)