

UTILITY EASEMENT
(Smith Avenue Ramp Site)

KNOW ALL BY THESE PRESENTS, that the undersigned, hereinafter called “Grantor”, in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **METROPOLITAN COUNCIL**, a public body corporate and politic (the “Grantee”), the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns, an easement to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its utility lines and its facilities related and appurtenant thereto, over, across, under and upon a certain portion of the following described land situated in the County of Ramsey, State of Minnesota, (hereinafter called “Property”) to-wit:

Lot 1, Block 1, Cleveland Circle
(Torrens Certificate of Title No. 630263)

Except for the right of access and temporary working area, said easement shall be limited to five (5) feet on either side of that part of the Property depicted on Exhibit A attached hereto (the “Easement Area”).

The grant of easement herein contained shall also include the right of reasonable access to said Easement Area across the Property for the purpose of exercising the rights granted herein, together with the right to remove from the Easement Area any trees, shrubbery, or other object or obstruction (but excluding any infrastructure, other utilities, or permanent improvements), which in Grantee’s reasonable opinion interferes with said easement. The grant of easement herein contained shall also include the right of reasonable use of the Property immediately adjacent to the Easement Area by Grantee for a temporary construction area during construction, repair, or replacement of said facilities.

Grantee shall, after installation of the above described utility lines, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no structure or obstruction will be erected or permitted (other than those already existing including but not limited to the Northern States Power, dba Xcel Energy, electric distribution facilities), or any trees planted on or within said Easement Area without the written consent of Grantee.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above-described Property and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor and its successors and assigns.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

This instrument is exempt from Minnesota Deed Tax.

SIGNATURE PAGE FOLLOWS

