PERMANENT SIDEWALK AND TRAIL EASEMENT
AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 28 day of June, 2022, by and between Virginia A. Doyle, a single person ("Landowner"), and the City of West St. Paul, a Minnesota municipal corporation ("City").

WHEREAS, Landowner owns real property situated within Dakota County, Minnesota, legally described as follows:

Lot One (1), Block One (1), Stassen Park Addition, Dakota County, Minnesota.

Abstract Property
PID: 42-72600-01-010

("Landowner’s Property"); and

WHEREAS, the City is working on City Project No. 23-2 – Oakdale Avenue Trail and Sidewalk Project (the "Project") and this Easement is required from Landowner for the Project.

NOW THEREFORE, Landowner in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, the following:

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for sidewalk and trail purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration thereof ("Permanent Easement"), under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B ("Permanent Easement Area"), both of which are attached hereto and
incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter and all improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

**TEMPORARY EASEMENT DESCRIPTION**

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit A and depicted on Exhibit B ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Easement shall commence on February 1, 2023 and terminate on October 1, 2024.

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Permanent Easement Area and Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Project; and

(b) To maintain the Permanent Easement Area and Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of such sidewalk, trail, right-of-way, retaining wall, curb, gutter or other Project improvements; and

(c) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the sidewalk, trail, right-of-way, retaining wall, streetlights, hydrants, curb, gutter or Project improvements and to deposit earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties,
attorneys’ fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area, Temporary Easement Area or the Landowner’s Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

The Landowner, for herself and her successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that she is well seized in fee of the Landowner’s Property described above, the Permanent Easement Area and Temporary Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXEMPT FROM STATE DEED TAX

[The remainder of this page was intentionally left blank.]
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

LANDOWNER:

[Signature]

Virginia A. Doyle

STATE OF MINNESOTA     )
COUNTY OF Dakota       ) ss.

The foregoing instrument was acknowledged before me on this 28th day of June, 202-2, by Virginia A. Doyle, a single person.

[Signature]

Notary Public

SONYA ANN HENNING
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027
CITY:
CITY OF WEST ST. PAUL

By: __________________________
    David J. Napier
    Mayor

By: __________________________
    Nathan Burkett
    City Manager

STATE OF MINNESOTA )
    ) ss.
COUNTY OF DAKOTA )

On this _____ day of _____________, 20___, before me a Notary Public within and for said County, personally appeared David J. Napier and Nathan Burkett to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of the City of West St. Paul, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

________________________
Notary Public

This Instrument Was Drafted By
And After Recording Return To:
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

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EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

PERMANENT EASEMENT AREA

A permanent sidewalk and trail easement lying under, over, across, through and upon the west 1.4 feet of Landowner’s Property.

TEMPORARY EASEMENT AREA

A temporary construction easement lying under, over, across, through and upon Landowner’s Property.

Said easement lies east of the west 1.4 feet of Landowner’s Property and west of the following described line: Commencing at the northeast corner of Landowner’s Property thence North 89 degrees 51 minutes 11 seconds West, assumed bearing along the north line thereof 88.01 feet to the point of beginning; thence South 25 degrees 37 minutes 37 seconds East, 34.81 feet; thence South 00 degrees 06 minutes 10 seconds East, 27.95 feet; thence South 89 degrees 53 minutes 50 seconds West, 15.00 feet; thence South 89 degrees 53 minutes 50 seconds West 15.00 to the east line of the west 5.00 feet of Landowner’s Property; the southerly along said east line of west 5 feet to the south line of Landowner’s Property.