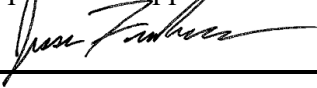


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: July 10, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Approve 1415 County Road B West Project Agreement and Pathway Easement Agreement

BACKGROUND

As part of the Roseville Apartments Redevelopment, located at 1415 County Road B West, the developer, Apartments Roseville, LLC, has worked with the City to develop a project agreement (Attachment B) required for the construction of a new 6-foot wide concrete public pathway on the west side of Albert Street North adjacent to the project (see Site Plan in Attachment A).

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$22,232. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$33,348, in the event the developer fails to perform. The City will observe the construction. The developer will pay the City \$889 for these inspection services.

The new pathway will be owned and maintained by the City indefinitely. To be able to maintain the pathway, the City requested a pathway easement (Attachment C).

The public improvements are planned to be completed by December 1, 2024.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The estimated cost of these improvements, based on preliminary figures provided by the developer's contractor, is approximately \$22,232. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$33,348.

The agreement, as presented, has the developer paying for all the costs of the improvement including: design, inspection, construction and City staff time related to the improvement. The developer will pay the City \$889 to cover staff time overseeing the project.

There are no costs to the City for the project agreement nor for the pathway easement.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

28 **STAFF RECOMMENDATION**

29 Staff recommends the City Council approve the 1415 County Road B West Project Agreement and
30 Pathway Easement Agreement.

31 **REQUESTED COUNCIL ACTION**

32 Motion to approve the 1415 County Road B West Project Agreement.

33 Motion to approve the 1415 County Road B West Pathway Easement Agreement.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer

Attachments: A: Site Plan
B: Project Agreement
C: Pathway Easement Agreement

1415 COUNTY ROAD B W, ROSEVILLE, MN 55113

BRICK BY BRICK DEVELOPMENT, LLC

PROJECT

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF
MINNESOTA.


Matthew R. Pavuk
DATE 10-07-22 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10-07-2022	CITY SUBMITTAL

A blank coordinate plane with x and y axes and grid lines.

DRAWN BY:JR, KW, MS REVIEWED BY: MP, RB

PROJECT NUMBER: 22118

REVISION SUMMARY

DATE	DESCRIPTION

	0	0
	0	0

0	1
2	3

SITE PLAN

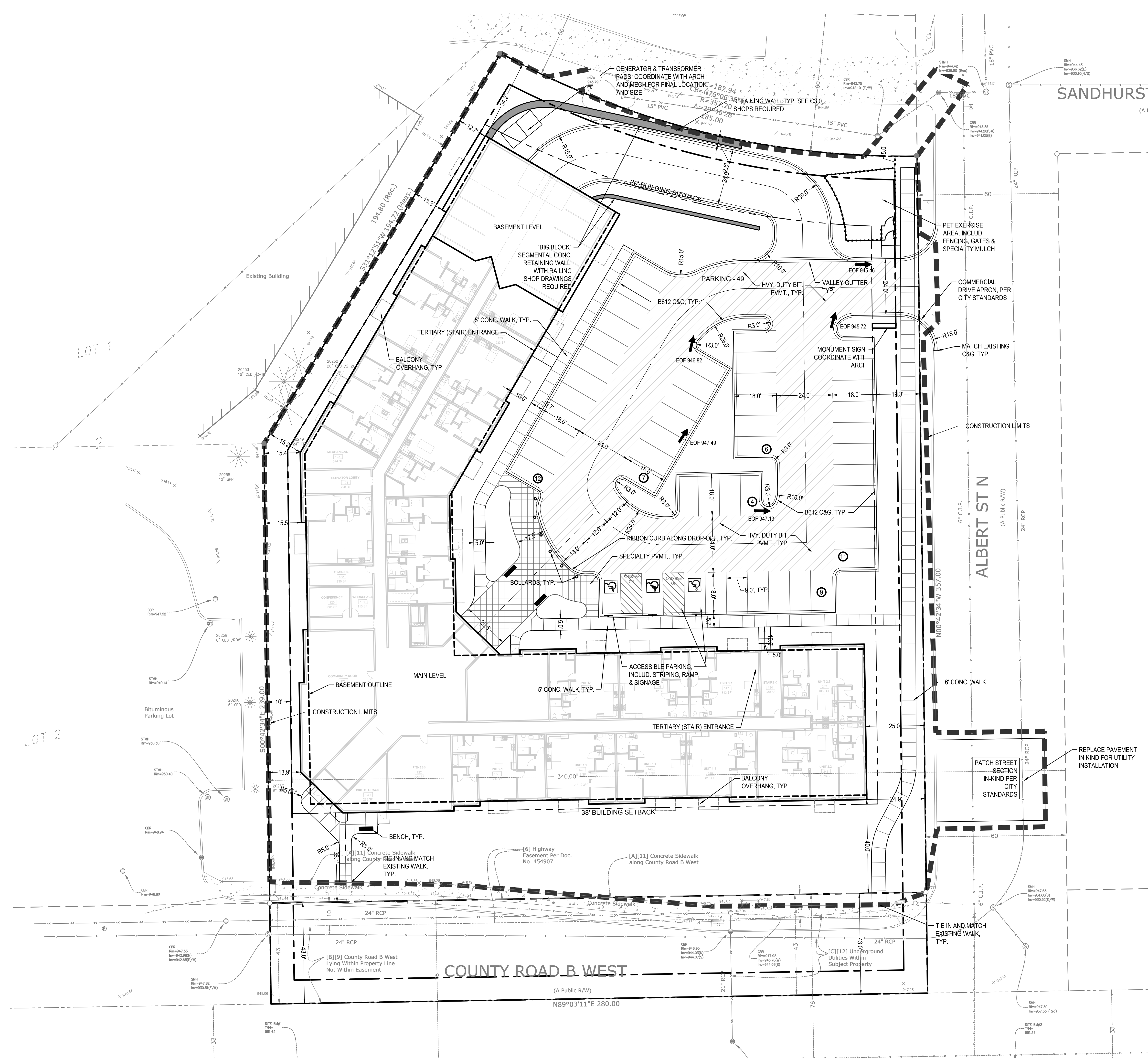
SITE PLAN

130

62.0

Case 1

© COPYRIGHT 2022 CIVIL SITE GROUP INC.

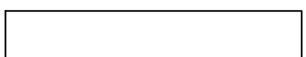
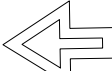


SITE DATA			
ZONING SUMMARY			
EXISTING ZONING		HIGH DENSITY RES.	
PROPOSED ZONING		HIGH DENSITY RES.	
SETBACKS		REQUIRED	PROVIDED
FRONT (CO. RD. B)		38'	38.1' MIN
FRONT (ALBERT)		20'	25' MIN.
SIDE		10'	13.3' MIN.
REAR		20'	34.2' MIN
BUILDING SUMMARY			
NUMBER OF UNITS		86	
PARKING SUMMARY			
PARKING SPACE SIZING		9'X18'	
DRIVE AISLE SIZE		24'	
DRIVE AISLE SIZE - FIRE ACCESS		24'	
		REQUIRED	PROVIDED
NUMBER OF PARKING - EXTERIOR ONLY		SEE ARCH.	49

SITE AREA TABLE:				
SITE AREA CALCULATIONS				
	EXISTING CONDITION		PROPOSED CONDITION	
BUILDING COVERAGE	0 SF	0.0%	30,129 SF	30.4%
ALL PAVEMENTS	1,279 SF	1.3%	28,638 SF	28.9%
ALL NON-PAVEMENTS	97,707 SF	98.7%	40,219 SF	40.6%
TOTAL SITE AREA	98,986 SF	100.0%	98,986 SF	100.0%

IMPERVIOUS SURFACE		
EXISTING CONDITION	1,279 SF	1.3%
PROPOSED CONDITION	58,767 SF	59.4%
DIFFERENCE (EX. VS PROP.)	57,488 SF	58.1%

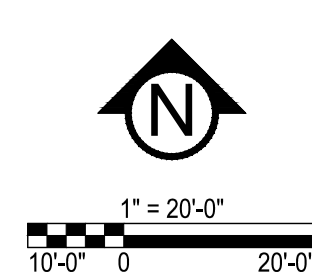
SITE PLAN LEGEND:

-  SPECIALTY PAVEMENT (IF APPLICABLE) - PROVIDE BID FOR THE FOLLOWING OPTIONS, INCLUDE VARIATIONS OF BASE MATERIAL AND OTHER NECESSARY COMPONENTS.
1. STAMPED & COLORED CONCRETE
2. CONCRETE PAVERS
- MAKERS, COLORS, MODELS, & PATTERN TO BE INCLUDED IN SHOP DRAWING SUBMITTAL PRIOR TO CONSTRUCTION.
-  LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
-  HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL.
-  PROPERTY LINE
-  CONSTRUCTION LIMITS
-  CURB & GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
-  TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ALSO WALKING. SHOP DRAWINGS REQUIRED
- HC = ACCESSIBLE SIGN
NP = NO PARKING FIRE LANE
ST = STOP
CP = COMPACT CAR PARKING ONLY
-  ACCESSIBILITY ARROW (IF APPLICABLE) DO NOT PAINT.

SEE SHEET C0.1 FOR GENERAL SITE
PLAN NOTES



Know what's below.
Call before you dig.



C2.0

**CITY OF ROSEVILLE
PROJECT AGREEMENT
1415 County Road B West**

THIS PROJECT AGREEMENT (“Agreement”) is made this ____ day of _____, 2023, by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota (the “City”) and **Apartments Roseville**, a Limited Liability Corporation under the laws of the State of Minnesota (the “Developer”) (Together the “Parties”).

RECITALS

- A. Developer is the fee owner of real property (the “Property”) in the City of Roseville (the “Property”) legally described as follows:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B. Torrens Property; Certificate No. 361221

Exhibit A and Ramsey County, Minnesota PID 102923340006

- B. Developer intends to construct an apartment building at **1415 County Road B West**, on the Property (the “Project”) which will include construction of a public sidewalk along Albert Street North.
- C. The City Council took the following action related to the Project (together the “City Approvals”): Approved residential density greater than 24 dwelling units per acre in support of a proposed apartment project (PF22-012) on November 28, 2022.
- D. The City and the Developer now desire to enter into this Project Agreement (“Agreement”) setting forth certain requirements and obligations relating to the development of the Property, including but not limited to the execution and recording of certain instruments, and payment of fees and other obligations related to the Property.

- E. The Developer shall install or cause to be installed and pay for the following (the “Improvements”) as reflected in the Site Plan, and all plans related to the Project that have been approved by the City (the “Approved Plans”),
- a. Reuse or removal of existing sanitary sewer and water wyes/services
 - b. Surface improvements (paved streets, pathways, etc.)
 - c. Site grading
 - d. Landscaping
 - e. Other items as necessary to complete the development as stipulated herein or in other agreements.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Parties agree as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS

1.01 Prerequisites to Construction of Improvements. Before commencing construction of the Improvements, the Developer must satisfy all of the following conditions precedent:

- a) Developer has provided proof that Developer is the fee owner of the Property and that that no other parties have an interest in the Property other than those that have been disclosed to and accepted by the City;
- b) This Agreement has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- c) The Easement Agreement for the pathway along Albert Street North has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- d) The right-of-way or sidewalk easement needed to include the existing sidewalk along County Road B has been legally conveyed to Ramsey County;
- e) A Stormwater Operations and Maintenance Plan has been approved by the City, and a Stormwater Operations and Maintenance Agreement has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- f) The Developer has received all required land use approvals and other permits from the City (the “City Approvals”);
- g) The Developer has received City approval of all Plans as defined in Section 1.02 herein;
- h) The Developer has received all required approvals from other governmental agencies including Minnesota Pollution Control Agency, Minnesota Department of Health

Ramsey County, and Rice Creek Watershed District (the “Additional Approvals” together with the City Approvals, “All Required Approvals”);

- i) Developer has paid all outstanding fees to the City;
- j) The City has received the required Construction Security (as defined in Section 4.01) and Cost Escrow (as defined in Section 4.02) from or on behalf of the Developer;
- k) Developer has submitted final engineering and construction plans in digital (required) and hard copy (if requested) format for the Improvements and has received approval by the City Engineer (the “Approved Plans” as defined in Section 1.02);
- l) Developer or Developer’s representative has initiated and attended a preconstruction meeting with the City Engineer and other City staff;
- m) The Developer has submitted to the City, the required Park Impact fees equal to \$4,250 for each dwelling unit development beyond the 57 units that could be permitted by right under the requirements and incentives of the Zoning Code;
- n) The Developer has submitted to the City, \$889.30 in Engineering Coordinator Fees for Construction Observation as described in Section 2.03; and
- o) The City has issued a Notice to Proceed and all conditions precedent have been satisfied.

1.02 Approved Plans. The Property shall be developed in accordance with the following plans, specifications and other documents and approved by the City Engineer (together the “Approved Plans”). These documents may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the documents have been submitted to and approved by the City. The Approved Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are as follows:

- a) Plans and Specifications for Apartments at 1415 County Road B West
 - a. Removals
 - b. Tree Preservation Plan
 - c. Site Plans
 - d. Hydrant Space & Truck Turn
 - e. Grading Plan
 - f. Utility Plan
 - g. Civil Details
 - h. Landscape Plan
 - i. SWPPP

1.03 Construction of Public Improvements. The development of the Project will include construction of certain Improvements to current or future public property (the “Public Improvements”). All Public Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work must be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer. Public Improvements shall consist of the following;

- a) Public Pathways. A 6-foot wide sidewalk shall be constructed along Albert Street North from the northern property line to the intersection with County Road B.

1.04 Public Dedication and Ownership.

- a) Parkland Fees/Dedication. The Developer acknowledges that the Project will increase the need for City parkland and other open space for current City residents and future residents of the Project. Developer agrees that the park impact fees equal to \$123,250, or \$4,250 for each dwelling unit development beyond the 57 units that could be permitted by right under the requirements and incentives of the Zoning Code, pursuant to this Agreement are reasonably related to and roughly proportionate with the need created by the Project.
- b) Easement/Right of Way Dedication. The Developer shall convey to the City the sidewalk easement as described in **Exhibit B** for public use and shall be recorded prior to acceptance of the Improvements.
- c) Ownership of Improvements and Risk of Loss. Upon completion and City acceptance of the Public Improvements by the City Council, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. Upon acceptance of the public improvement, the Developer shall warranty all work for a one-year period by providing a warranty bond.

1.05 Work or Materials. All work that the Developer is required to perform pursuant to this Agreement shall be done at no expense to the City. No reimbursement shall be made by the City for any work paid for by the Developer. The Developer agrees that they will make no claim for compensation for work or materials so done or furnished.

1.06 Construction of Private Improvements. The development of the Project will consist of construction of certain Improvements on private property (the “Private Improvements”). All

Private Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work will be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer.

- a) Private Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade work by the City. Public Street Restoration: curb cuts and street cuts shall be reconstructed to match existing street typical section. Utility trenches shall be restored by the Developer per City standard plate.
- b) Private Pathways: Pathways will be constructed by Developer in front of the apartment building and to connect to public pathways.
- c) Private Sanitary Sewer. The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including services. All sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on a City-approved digital format.
- d) Private Watermain. The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants, valves and services. Any construction that would require shut-offs of existing watermain shall be coordinated with City Utilities staff.
- e) Private Storm Sewer. The Developer shall construct all storm sewer improvements, including stormwater best management practices (BMPs), determined to be necessary by the City to serve the Property, including the construction of inlets and outlets.
 - 1. Infiltration and filtration BMPs shall be protected from excess compaction and sediment during construction. Pre- and post-construction percolation testing is required. If these BMPs do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
 - 2. All storm sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous.

No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on in a City-approved digital format.

- f) Site Grading and Restoration: Site grading improvements shall include common excavation, subgrade correction, and embankment grading. The Developer shall perform restoration on the Property in accordance with the Approved Plans.
1. The Developer shall submit to the City a site grading and drainage plan for the entire Project, including future phases in multi-phase development, acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
 2. The Developer shall submit a certificate of survey (as-built survey) of the development to the City after site grading, with street and lot grades.
 3. All improvements to the lots and the final grading shall comply with the approved grading plan.

ARTICLE TWO CONSTRUCTION STANDARDS

2.01 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans.

2.02 Observation. The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.

- a. The Developer shall provide the City Engineer a minimum of two business days' notice prior to the commencement of the underground pipe laying and service connection; and prior to subgrade, gravel base and bituminous surface construction.
- b. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% per occurrence, of the amount of the Letter of Credit required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.
- c. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third

party. All tests should be submitted to the City for review and approval. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense.

2.03 Engineering Coordination. A City staff Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and Public Improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City Construction Observation services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is **\$889.30**.

2.04 Unsatisfactory Labor or Material. In the event that the City Engineer rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer.

2.05 Completion of Public Improvements, Final Inspection, Acceptance.

a) Time of Completion. The Developer shall complete all required all Public Improvements no later than December 1, 2024. The Developer may, submit a written request for an extension of time to the City Engineer. If an extension is granted, it shall be conditioned upon updating the Construction Escrow posted by the Developer to reflect cost increases and the extended completion date.

b) Bituminous and Concrete Material Acceptance. The City shall not accept concrete flatwork or curb and gutter that has structural or cosmetic defects. The City shall identify all defective panels and curbs for removal. The City shall not accept bituminous that does not meet MnDOT specifications that has an open graded appearance as determined by the City Engineer. Such material shall be rejected and shall be required to be removed and replaced at the Developer's expense.

2.06 As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with drawings of all public and private infrastructure improvements in accordance with City Guidelines: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CAD format, for City records. Upon request by the City Engineer, the Developer will provide sufficient information to the City documenting to the Developer's work, including any changes that affect the Approved Plans. The improvements shall not be accepted, nor shall security retainage be released until all record drawings have be received and accepted by the City Engineer.

2.07 Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the privately-owned Improvements; and for the Public Improvements until completed and accepted

by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed by this paragraph.

2.08 Building Permits and Occupancy.

- a. In order to provide emergency vehicle access, a passable Class 5 road base must be extended to within 150 feet of any address seeking a building permit.
- b. No occupancy of any newly constructed building in the Project may occur until installation and approval of curb and gutter and bituminous base course; a hard surface driveway and parking; lot and appropriate ground cover, and a certificate of occupancy has been issued by the City Building Official. The Developer shall maintain reasonable access to any occupied building within the Project, including necessary street maintenance such as grading and graveling and snow removal prior to permanent street surfacing and acceptance of the streets by the City.

2.09 Underground Utilities. The Developer shall contact the electric, telecommunications, gas and other private utility companies that are authorized to provide service to the Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Project. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer or the utility company. The Developer shall arrange for the installation of underground electric, telecommunications, gas and other private utilities before the and pavement is installed. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

2.10 Site Conditions.

a) Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by their respective contractors, subcontractors, agents or assigns. The City will inspect the Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the Developer, the City may complete or contract to complete the clean-up and may draw down on the Construction Escrow described in Article Four to pay such costs.

b) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur along County Road B, Albert Street North, nor Sandhurst Drive West. No fill, excavating material or construction materials shall be stored in the public right-of-way.

d) Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in

the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year, unless approved by the City Engineer, and if permitted such work shall comply with City specifications.

2.11 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless a variance is approved by the City Council, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 9:00 a.m. to 9:00 p.m. on weekends.

2.12 Street Signs, Lighting, and Mailboxes. The Developer shall be financially responsible for the cost of the City to furnish and install street signage per the Approved Plans. If lighting is installed, all costs to install new street lights shall be solely at the cost of the Developer. Developer is required to supply and install cluster mailboxes as approved by the City and for which such placement must be approved by the USPS Postmaster.

2.13 Erosion Control. Prior to issuance of the Notice to Proceed, the erosion control plan must be approved and City erosion control permit must be issued. The Developer shall meet all requirements of the City's Erosion Control Permit and Ordinance including but not limited to the following.

- a) No construction activity may occur and no building permits will be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements, if required.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets within the project area, and adjacent streets if tracking is observed, on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the After 48-hours verbal notice to the Developer (or immediately in the case of an emergency), the City may complete or contract to complete the clean-up and may draw down on the Permit, Project or Construction Escrow described in Section 4.01 to pay such costs.

ARTICLE THREE EASEMENT; RIGHT OF ENTRY

3.02 To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall continue until the completion of the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

ARTICLE FOUR SECURITY, WARRANTY

4.01 Construction Security. Prior to commencement of construction of the Public Improvements, the Developer will furnish the City a list of all Public Improvements and an estimated cost of such Public Improvements, attached hereto as **Exhibit C**, for approval by the City Engineer. Based on those approved costs, Developer will furnish the Construction Security in the form of: cash to be held in escrow, an irrevocable Letter of Credit, or a bond approved by the City Attorney, the total amount of which must be equal to 150% of the estimated project costs **(\$33,348.75)** for the Public Improvements.

- a) Renewal. In the event Developer posts a Bond or provides a Letter of Credit for the Security, the Bond or Letter of Credit must continue in full force and effect until the City has approved and accepted the Public Improvements. A Letter of Credit must automatically renew at the first of the year until the City releases the developer from responsibility.
- b) Failure to Complete. Upon failure of the Developer to timely perform work on the Public Improvements or to complete work on the Public Improvements within the time of completion referenced in Section 2.05.a, the City may declare the Developer to be in default as to the Public Improvements and draw an amount from the Construction Security necessary to complete the unfinished work and any City costs associated. Associated costs may include but are not limited to, any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees. The Developer shall be liable to the City to the extent that the Construction Security is inadequate to reimburse the City its costs and pay for the completion of the work.
- c) Reduction of Construction Security. Upon the Developers written request, the City Engineer may reduce the amount of the Construction Security for completed Public Improvements provided the following conditions are met:
 - 1. The Developer's Engineer of record certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.

2. The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

3. The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

4. The amount of reduction shall be equal to that portion of the Construction Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Construction Security be less than the greater of: (i) 25% of the original amount of the Construction Security, or (ii) 150% of the estimated cost to complete the remaining Public Improvements.

b) Release of Construction Security. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements and release the Construction Security. This is accomplished through a City Council resolution provided the following conditions are met:

1. As-built Survey. The Developer shall provide an as-built survey upon completion of the Improvements described in Section 1.02 in reproducible and digital (CAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

2. Certification. The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.

3. Lien Waivers. The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

4. Warranty. Warranty is provided to the City per Section 4.03.

5. Determination of Completion. The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement. The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

4.02. Escrow for Costs. Prior to entering in to this Agreement, the Developer has deposited a cash escrow in the amount of **\$2,000**, to pay Administrative Costs. "Administrative Costs" are defined as out-of-pocket costs incurred by the City, together with staff, legal, engineering, and all other consultant costs of the City, all attributable to or incurred in connection with the Project, but

not including Construction Observation. At the Developer's request, but no more often than monthly, the City will provide the Developer with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. If Administrative Costs incurred, and reasonably anticipated to be incurred, are more than the deposit by the Developer, Developer will, upon request of the City, provide additional funds. If the Administrative Costs incurred, and reasonably anticipated to be incurred are less than the deposit by the Developer, the City shall return to the Developer any funds not anticipated to be needed. The City shall return the unused escrow balance to the Developer, at the address noted in Section 7.06, no later than six months after the acceptance of the Improvements by the City.

4.03 Warranty. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the one year warranty period. In order to guarantee that such corrections will be made, the Developer shall post maintenance bonds in the cost estimate for improvements in **Exhibit C** or cash to the City to secure the warranties described herein, which bonds or other security shall be in addition to the escrows described herein.

ARTICLE FIVE OTHER REQUIREMENTS

5.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer or their respective contractors or subcontractors, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. The Developer further agrees that they will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

5.02. Insurance. The Developer must keep all insurance coverage in force at all times that construction on the development is in progress. The insurance must name the City as an additional insured. The Developer shall, respectively, furnish certificate of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of their equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with any Agreement or Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of their contractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall not be less than \$1,000,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c) Worker's compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Engineer prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder.

5.04 Real Estate Taxes. The Developer shall pay all real estate taxes associated with the Property and owed for the year in which the Project is constructed, and the Developer shall provide proof to the City of such payment. If the Developer is required to convey any property to the City after July 1 of any calendar year, it shall be solely responsible for all real estate taxes owed on said property through the following calendar year.

ARTICLE SIX DEFAULT AND REMEDIES

6.01 Default by Developer. In the event of default by the Developer, the City may pursue any remedy at law or equity to enforce the terms of this Agreement. In the event of a Default as to any of the work to be performed hereunder by the Developer, their successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance. The City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against

the Developer to collect the sums covered by this Agreement and/or draw upon the Construction Escrow described in Article Four of this Agreement. In the event the City draws from the Construction Escrow sums that exceed the costs or damage to the City, the City will return such excess amounts.

6.02 Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on portions of the Property covered by this Agreement, to complete the installation of any or all of the Improvements to which the default relates.

6.04 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

6.05 Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, incurred in connection with the Project and in connection with any lawsuit or action that is brought by or against the City relating to the Project, this Agreement, or a Letter of Credit furnished by the Developer relating to the Project.

ARTICLE SEVEN MISCELLANEOUS PROVISIONS

7.01. Amendment. Any amendment to this Agreement must be in writing and signed by all parties and recorded against the property.

7.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City Council.

7.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Ramsey County. The provisions of this Agreement shall run with the land and be binding upon Developer and its successors in interest and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

7.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's respective obligations under this Agreement, the City agrees to execute an instrument releasing all lots from the terms of this Agreement.

7.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

7.06. Notices. All notices, certificates or other communications required to be given to City Developer shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

CITY:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: City Engineer

DEVELOPER:

Apartments Roseville, LLC
900 American Blvd. E, Suite 300
Bloomington, MN 55420
Attn: Vishal Dutt

The City and Developer, by written notice, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

7.07 No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

7.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Project.

7.09 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

7.10 Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

SIGNATURES:

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Daniel J. Roe and by Patrick Trudgeon, the Mayor and City Manager, respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

Notary Public

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

APARTMENTS ROSEVILLE, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by _____, the _____, of _____ on behalf of
the _____.

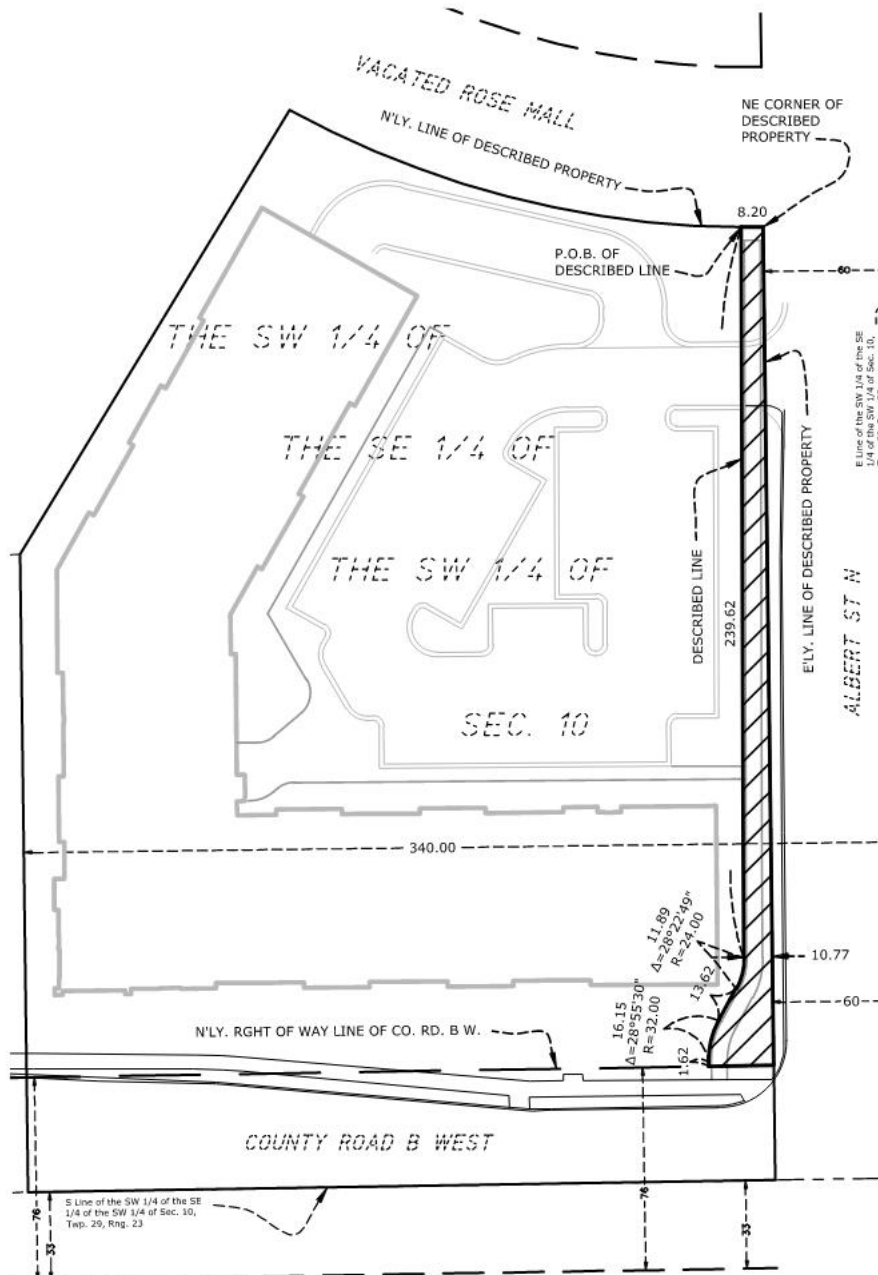
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kennedy & Graven, Chartered (RGT)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299
Telephone: 612-337-9300

EXHIBIT B
PATHWAY EASEMENT

PUBLIC SIDEWALK EASEMENT EXHIBIT
SW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 10 Township 29 Range 23
City of Roseville, Ramsey County, Minnesota



DESCRIPTION

An easement for public sidewalk purposes over and across that part of the following described property:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwestery; thence Northwestery along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwestery 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

Said easement lies northerly of the northerly right of way line of said County Road B and easterly of the following described line:

Beginning at a point on the northerly line of the above described property, 8.20 feet westerly from the northeast corner thereof, as measured along said northerly line; thence southerly for 239.62 feet to a point 10.77 feet westerly from the easterly line of said property, as measured at right angles to said easterly line; thence southerly for 11.89 feet along a tangential curve, concave to the west, having a radius of 24.00 feet and a central angle of 28 degrees 22 minutes 49 seconds; thence southerly along tangent for 13.62 feet; thence southerly for 16.15 feet along a tangential curve, concave to the east, having a radius of 32.00 feet and a central angle of 28 degrees 55 minutes 30 seconds; thence southerly along tangent for 1.62 feet to said northerly right of way line, and there terminating.

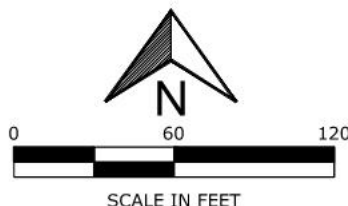
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of June, 2023


Rory L. Synstaelien

Minnesota License No. 44565



CivilSite
GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: TH

Project No. 22118.00

SHEET 1 OF 1

EXHIBIT C
ESTIMATED COSTS OF PUBLIC IMPROVEMENTS

Roseville Apartments
5/26/2023

ENGINEER'S OPINION OF PROBABLE COST
CIVIL SITE GROUP

Albert St. N Sidewalk

ITEM			ESTIM.	ENGINEER ESTIMATE	
<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>AMNT. (\$)</u>
	<u>STORMWATER</u>				
C1	COMMON EXCAVATION, CUT & FILL	CY	3000	\$3.00	\$9,000.00
C2	SUBGRADE PREP	SY	350	\$0.95	\$332.50
C3	5" CONC. SDWK (6' WIDE) W/ 6" CL. 5 AGG BASE	SY	215	\$60.00	\$12,900.00
	TOTAL ENGINEER ESTIMATE				\$22,232.50

TOTAL ENGINEERS ESTIMATE (ALL PUBLIC IMPROVEMENTS) \$22,232.50

PATHWAY EASEMENT AGREEMENT
1415 County Road B West

THIS PATHWAY EASEMENT AGREEMENT dated _____, 2023 (this “Agreement”), is made by and between Apartments Roseville, LLC, a Minnesota limited liability company, Grantor and the City of Roseville, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the “Property”) and legally described on Exhibit A attached hereto.
- B. The City has requested a pathway easement for the purpose of a public trail or sidewalk and Grantor desires to grant to the City a pathway easement, according to the terms and conditions contained herein.

Terms of Easement

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.
2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a perpetual, non-exclusive pathway easement for public trail and sidewalk purposes over, under, and across the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the “Easement Area”).
3. Scope of Easement. The perpetual non-exclusive pathway easement granted herein includes the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of reconstructing, operating, maintaining, inspecting, altering and repairing public trail and sidewalk facilities and other public utilities or improvements that are not inconsistent with a public right-of-way use in the described Easement Area. Such use of the Easement Area shall not unreasonably interfere with Grantor’s use and enjoyment of the Property, including the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation and to prohibit obstructions and grading alterations as in the City’s judgment unreasonably interfere with the easement or the function of facilities located therein.

4. Construction of Improvements. Grantor shall be responsible for constructing the pathway on the Property. After initial construction of the pathway by Grantor, acceptance of the pathway by the City, and expiration of the warranty period for the pathway, any and all costs related to the reconstructing, operating, maintaining, inspecting, altering, and repairing of the public trail or sidewalk and any other City facilities within the Easement Area shall be paid by the City. The City shall indemnify, defend, and hold Grantor harmless from any and all costs, expenses, and

claims relating to the reconstructing, operating, maintaining, inspecting, altering, and repairing of the public trail or sidewalk and any other City facilities in the Easement Area, including, but not limited to, those costs and expenses resulting from any mechanics' liens.

5. Property Damage. The City shall repair all damage to the Property outside of the Easement Area that is caused by the City's maintenance of the public trail and sidewalk and other City facilities within the Easement Area. This agreement to repair excludes the repair of any damage caused by members of the public and their use of the Easement Area.

6. Indemnification. Pursuant to Minnesota Statutes Sections 604A.21-27, Grantor and any subsequent owners of the Property are protected from liability with respect to accidents occurring on the sidewalk/trail facilities. Without waiving any statutory limits on liability and except to the extent caused by the negligence or willful misconduct of Grantor, the City agrees to indemnify, defend, and hold Grantor harmless from and against any claims, losses, costs, or liabilities suffered or incurred by reason of claims brought by third parties against Grantor by reason of any claims based on the maintenance or use of the City facilities within the Easement Area.

7. Warranty of Title. Grantor warrants Grantor is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

8. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this instrument. Grantor shall not be responsible for any release of hazardous substances, pollutants, or contaminants resulting from the City's use of the Easement Area.

9. Binding Effect. The terms and conditions of this Agreement shall run with the land and be binding on Grantor and the City and their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

GRANTOR

Apartments Roseville, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Apartments Roseville, LLC, a Minnesota limited liability company on behalf of the company, Grantor.

Notary Public

NOTARY STAMP OR SEAL

CITY OF ROSEVILLE

By: _____
Daniel J. Roe
Its: Mayor

By: _____
Patrick Trudgeon
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager, respectively of the City of Roseville, a Minnesota municipal corporation on behalf of the City.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
PATHWAY EASEMENT**

Legal Description of the Property

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

Torrens Property; Certificate No. 361221

Ramsey County, Minnesota PID 102923340006

**EXHIBIT B TO
PATHWAY EASEMENT**

Legal Description of the Easement Area

A pathway easement for public trail and sidewalk purposes over, under, across, and through that part of the following described property:

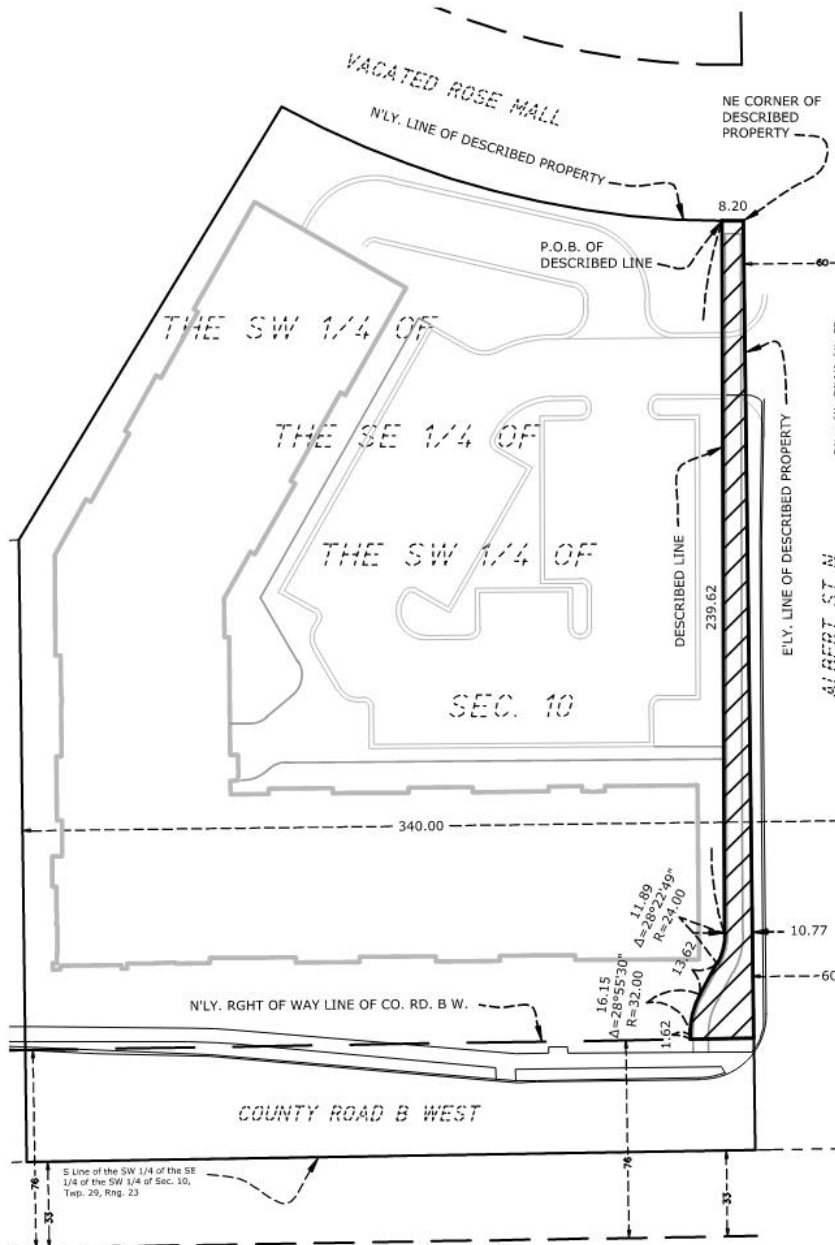
That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

Said easement lies northerly of the northerly right of way line of said County Road B and easterly of the following described line:

Beginning at a point on the northerly line of the above described property, 8.20 feet westerly from the northeast corner thereof; as measured along said northerly line; thence southerly for 239.62 feet to a point 10.77 feet westerly from the easterly line of said property, as measured at right angles to said easterly line; thence southerly for 11.89 feet along a tangential curve, concave to the west, having a radius of 24.00 feet and a central angle of 28 degrees 22 minutes 49 seconds; thence southerly along tangent for 13.62 feet; thence southerly for 16.15 feet along a tangential curve, concave to the east, having a radius of 32.00 feet and a central angle of 28 degrees 55 minutes 30 seconds; thence southerly along tangent for 1.62 feet to said northerly right of way line, and there terminating.

**EXHIBIT C TO
PATHWAY EASEMENT
Depiction of the Easement Area**

PUBLIC SIDEWALK EASEMENT EXHIBIT
SW 1/4, SE 1/4, SW 1/4, Section 10 Township 29 Range 23
City of Roseville, Ramsey County, Minnesota



DESCRIPTION

An easement for public sidewalk purposes over and across that part of the following described property:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

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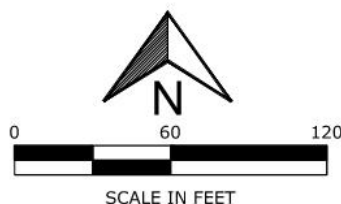
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of June, 2023



Rory L. Synsteliem Minnesota License No. 44565



CivilSite
GROUP
 5000 GLENWOOD AVENUE
 GOLDEN VALLEY, MN 55422
 CivilSiteGroup.com

Drawn By: TH
 Project No. 22118.00 SHEET 1 OF 1