

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: September 19, 2016
Item No.: 15.a

Department Approval



City Manager Approval



Item Description: Approve Resolution Approving the Acquisition of Easements

BACKGROUND

As a part of the Twin Lakes Parkway Phase 3 Project, the City has been working with Ramsey County on the required geometric improvements at the revised intersection of Fairview Avenue and Terrace Drive/Twin Lakes Parkway. Discussions with the County ultimately centered around the lane configuration for Fairview Avenue, whether it should be left as a four lane roadway or restriped with one lane in each direction with a center left turn lane (three lanes). After some negotiation, Ramsey County ultimately agreed with the City that Fairview Avenue should be restriped as a three lane section with a center left turn lane.

This proposal was presented to the public at an Open House on May 19th (staff also presented the proposed improvements for the Twin Lakes Area East Collector project at this open house). Mailings were also sent to the property owners along Fairview Avenue. Staff did not receive any comments, supporting or in opposition, about the proposed striping changes on Fairview Avenue.

Once the striping configuration was known, staff started working on obtaining easements along Fairview Avenue for the addition of right turn lanes at the revised intersection as required by Ramsey County. The final design requires 3,015 square feet of total permanent easement and 6,183 square feet of temporary easement on 2805 Fairview Avenue and 5,100 square feet of permanent easement and 1,370 square feet of temporary easement on 2770 Fairview Avenue.

Staff had appraisals conducted for the proposed permanent and temporary easement acquisitions on both parcels. The appraisals returned a value of \$7.73 per square foot of permanent easement acquisition for 2805 Fairview Avenue and \$8.14 per square foot of permanent acquisition for 2770 Fairview Avenue. The appraisals valued the encumbrance of the permanent easement of the land at 75% of the total land value (\$10.30 and \$10.85 respectively).

The total compensation for both permanent and temporary easements for 2805 Fairview Avenue is \$26,900.

The total compensation for both permanent and temporary easements for 2770 Fairview Avenue is \$42,600.

The City Attorney has drafted these easement documents and the Earnest Money Contracts and has negotiated with the property owner's attorney for the final version as attached.

29 Attached is a resolution authorizing the Mayor and City Manager to execute the attached Earnest
30 Money Contracts for the proposed easements.

31 **FINANCIAL IMPACTS**

32 The cost of this overall project is being funded from the Twin Lakes Area TIF District 17. It is
33 recommended that these easements also be funded with these TIF funds.

34 **STAFF RECOMMENDATION**

35 Staff recommends the Council approve the resolution authorizing the Mayor and City Manager to
36 execute the Earnest Money Contracts for easement acquisitions at 2805 Fairview Avenue and 2770
37 Fairview Avenue.

38 **REQUESTED COUNCIL ACTION**

39 Motion to approve resolution authorizing the Mayor and City Manager to execute the Earnest Money
40 Contracts for easement acquisitions at 2805 Fairview Avenue and 2770 Fairview Avenue.

41

Prepared by: Marc Culver, Public Works Director

Attachments: A: Resolution

B: 2805 Fairview Avenue Permanent Easement Earnest Money Contract

C: 2805 Fairview Avenue Temporary Easement Earnest Money Contract

D: 2770 Fairview Avenue Permanent Easement Earnest Money Contract

E: 2770 Fairview Avenue Temporary Easement Earnest Money Contact

F: Fairview Avenue Striping Plan

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on 19th day of September, 2016, at 6:00 p.m.

The following members were present: ; and and the following members were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE THE
EARNEST MONEY CONTRACTS FOR EASEMENT ACQUISITIONS AT 2805
FAIRVIEW AVE AND 2770 FAIRVIEW AVE**

WHEREAS, the construction of Twin Lakes Parkway is present in the Comprehensive Plan for the City of Roseville; and

WHEREAS, in order to construct City Project 15-14, Twin Lakes Parkway Phase 3, it is necessary to construct right turn lanes at the modified intersection of Fairview Avenue and Terrace Drive/Twin Lakes Parkway; and

WHEREAS, the construction of said right turn lanes requires the acquisition of permanent and temporary easements from the property owners at 2805 Fairview Avenue and 2770 Fairview Avenue.

THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota:

1. The proposed acquisitions are in compliance with the City of Roseville Comprehensive Plan.
2. The acquisition of the proposed temporary and permanent easements at 2805 Fairview Avenue and 2770 Fairview Avenue are approved and the Mayor and City Manager are authorized to execute the Earnest Money Contracts for the permanent and temporary easements on said properties.

The motion was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof: ; and and the following voted against: .

WHEREUPON said resolution was declared duly passed and adopted.

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 19th day of September, 2016, with the original thereof on file in my office.

Patrick Trudgeon, City Manager

(SEAL)

**EARNEST MONEY CONTRACT FOR
A PERMANENT ROADWAY AND UTILITY EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut (the “**Grantor**”), hereby agrees to sell to the City of Roseville (the “**City**”) an easement on, over, under, across, and through the real property described in Exhibit A attached hereto (the “**Easement Area**”), upon the following terms and conditions:

(1) The total price for such easement shall be \$ \$23,300.00 (the “**Purchase Price**”), which shall be payable as follows:

- (a) \$1.00 as earnest money (the “**Earnest Money**”) to be paid upon acceptance of this Earnest Money Contract (this “**Contract**”) by the City, and
- (b) The balance of the Purchase Price shall be payable as soon as an easement in the form attached hereto as Exhibit B (“**Easement**”) has been duly signed, acknowledged, delivered to, and accepted by the City.

(2) The Grantor shall convey to the City title in the Easement Area. The City shall, following acceptance of this Contract, examine the condition of title to the Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, Grantor shall have no obligation to remedy any title defects; provided, however, Grantor agrees to use commercially reasonable efforts to obtain a consent to the Easement from all mortgagees which have an interest in the property. If title to the Easement Area is not marketable within 60 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent or subordinate its interest in the Easement Area, this Contract shall, at the option of the City, be null and void and the Earnest Money shall be refunded to the City

(3) If the Easement Area is encumbered by a mortgage, the Purchase Price shall be jointly paid to the Grantor and the mortgagees, unless the mortgagees direct otherwise in writing.

(4) The Grantor grants the City, and its agents, employees and contractors, the immediate right to enter upon and use the Easement Area for the purposes of surveying, grading, excavating, inspecting, testing and performing roadway and utility work thereon.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) This Contract may be signed in any number of counterparts, each of which shall constitute one and the same instrument.

This Earnest Money Contract is hereby accepted by the undersigned parties.

Grantor:

St. Paul Fire and Marine Insurance
Company

By: _____

Name: _____

Its: _____

Date signed by Grantor:

_____, 2016

City of Roseville

By: _____

Daniel J. Roe, Mayor

By: _____

Patrick J. Trudgeon, City Manager

Date signed by City:

_____, 2016

EXHIBIT A

Easement Area

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 43.00 feet to the Point of Beginning of the parcel of land to be described; thence continuing on the last described course of South 89 degrees 17 minutes 56 seconds West 10.00 feet; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence North 89 degrees 21 minutes 16 seconds East, along the south line of the above described parcel of land, 190.01 feet; thence North 01 degrees 08 minutes 15 seconds West 211.42 feet to the Point of Beginning.

EXHIBIT B

Roadway, Drainage and Utility Easement

The Roadway, Drainage and Utility Easement follows:

ROADWAY, DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE is made this ____ day of _____, 2016, between St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, hereinafter collectively referred to as the “**Grantor**,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “**City**.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a non-exclusive permanent easement for roadway, drainage, and utility purposes (the “**Easement**”) on, over, under, across, and through a portion of the following described real estate located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line:
Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND

EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter,
subject to roads and easements,
Ramsey County, Minnesota.

The area for said Easement being that part of the above described parcel described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 43.00 feet to the Point of Beginning of the parcel of land to be described; thence continuing on the last described course of South 89 degrees 17 minutes 56 seconds West 10.00 feet; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence North 89 degrees 21 minutes 16 seconds East, along the south line of the above described parcel of land, 190.01 feet; thence North 01 degrees 08 minutes 15 seconds West 211.42 feet to the Point of Beginning.

(the “**Easement Area**”).

The Easement Area is depicted on Exhibit A attached hereto.

The grant of the foregoing Easement includes the right of the City, and its contractors, agents, employees, successors, and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, repair, operate, maintain, and use roadways, streets, curbs, gutters, sidewalks, trailways, pathways, landscaped areas, signs, fences, poles, wires, pipes, conduits, mains, and associated improvements, facilities, and appurtenances, and other utilities, on, over, under, across, and through the Easement Area; together with the right to excavate and refill roadbeds, ditches and trenches, and to grade the Easement Area; to remove and import soils; to grade, level, pave, mark, and drain streets, roadways, sidewalks, trailways, and pathways within the Easement Area; to run storm and surface water over the Easement Area; to remove trees, bushes, sod, landscaping, plantings, and other vegetation, signs, fences, light poles,

irrigation systems, and other obstructions within the Easement Area; and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

Subject to the terms of this Easement and any permanent improvements that may be constructed or installed in the Easement Area, after the exercise of any rights granted herein, the City shall, at the City's sole cost and expense, promptly 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 rights.

Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the "Loss") arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor and its successors and assigns, shall inure to the benefit of the City and its successors and assigns, and shall run with the land.

TO HAVE AND TO HOLD THE SAME, together with all of the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, to the City, its successors and assigns, forever.

[Signature page follows.]

IN TESTIMONY WHEREOF, the Grantor has caused this Roadway, Drainage and Utility Easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Suite 110
1700 West Highway 36
Roseville, MN 55113
651-223-4999

AREA COMPUTATIONS

PERMANENT EASEMENT: 3882 SQUARE FEET

TEMPORARY EASEMENT: 5315 SQUARE FEET

P.I.N. 04.29.23.31.0018

2805 FAIRVIEW AVENUE NORTH

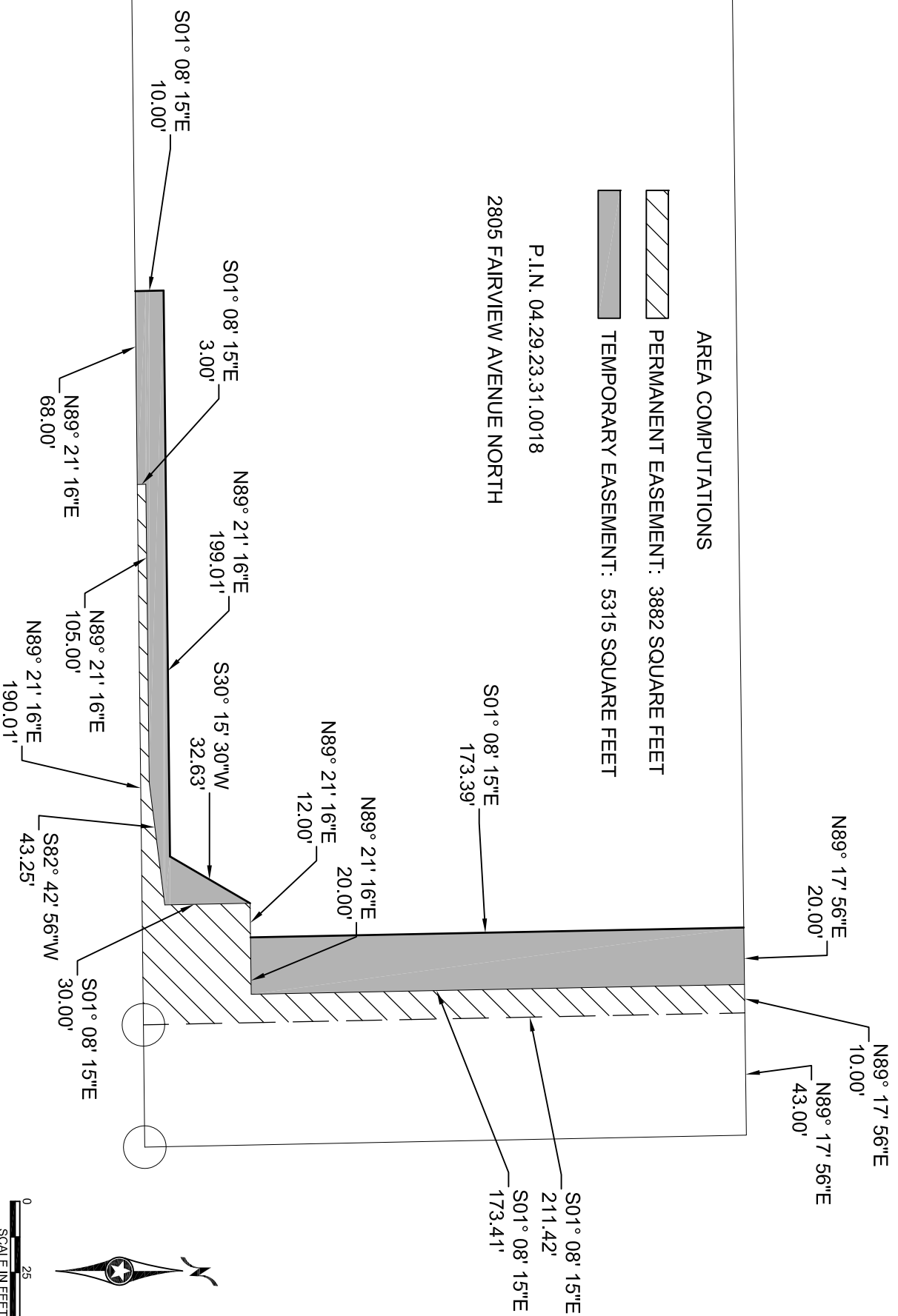


EXHIBIT A
TEMPORARY AND PERMANENT EASEMENT
2805 FAIRVIEW AVE. N.



**EARNEST MONEY CONTRACT FOR
TEMPORARY CONSTRUCTION EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation authorized under the laws of the State of Connecticut (the “**Grantor**”), hereby acknowledges receipt from the City of Roseville, a municipal corporation (the “**City**”), of the sum of \$1.00, as earnest money on account of the grant by the Grantor to the City, and its successors and assigns, of a temporary construction easement on, over, under, across and through the following tract of land described as follows:

See Attached EXHIBIT A (the “**Temporary Easement Area**”).

(1) The Grantor hereby grants the City the right to enter upon the above described Temporary Easement Area for the above purposes immediately upon execution of this agreement by the Grantor.

(2) The total price for such easement shall be the sum of \$ \$3,600.00 (the “**Purchase Price**”), of which \$1.00 (the “**Earnest Money**”) has been paid as aforesaid, and the balance shall be payable as soon as the City has accepted status of title to the Temporary Easement Area and an easement (in the form described below) has been signed and tendered by the Grantor and recorded. The check making payment of the Purchase Price shall be made payable to St. Paul Fire and Marine Insurance Company and encumbrancers of the Temporary Easement Area who do not waive their right to be named as a payee on said check.

(3) The City shall, following acceptance of this Earnest Money Contract (this “**Contract**”), examine the condition of title to the Temporary Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, the Grantor shall have no obligation to remedy any title defects; provided, however, the Grantor agrees to use commercially reasonable efforts to obtain a consent to the Temporary Easement from all mortgagees which have an interest in the Temporary Easement Area. If title to the Temporary Easement Area is not marketable and cannot be made marketable within 90 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent and subordinate its interest to the Temporary Easement, then at the option of the City, this Contract shall be null and void and the Earnest Money refunded.

(4) The easement to be granted is attached hereto as EXHIBIT B (the “**Temporary Easement**”). The Temporary Easement shall be signed by the Grantor and consents shall be signed by all of the encumbrancers.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) The parties acknowledge that certain work (the “**Project Work**”) will be performed on the tract of land described in EXHIBIT C attached hereto (the “**Permanent Easement Area**”) and the Temporary Easement Area by the City, and its employees, contractors and agents, in

connection with the Twin Lakes Redevelopment Project (the “**Project**”). The parties agree as follows with respect to the Project Work:

The parties acknowledge that as a part of the Project Work it will be necessary, and the City shall have the right, at the City’s sole cost and expense, to remove trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas. The parties acknowledge that a portion of the total compensation given by the City to the Grantor for the Temporary Construction Easement is full payment for damages incurred by the Grantor for the removal of such trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas.

This Earnest Money Contract is hereby accepted by the undersigned parties.

GRANTOR:

ST. PAUL FIRE AND MARINE INSURANCE
COMPANY

By: _____
Name: _____
Its: _____

Date signed by Grantor:

_____, 2016

CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

Date signed by City:

_____, 2016

EXHIBIT A

Temporary Easement Area

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 53.00 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence South 89 degrees 21 minutes 16 seconds West, along the south line of the above described parcel of land, 68.00 feet; thence North 01 degrees 08 minutes 15 seconds West 10.00 feet; thence North 89 degrees 21 minutes 16 seconds East 199.01 feet; thence North 30 degrees 15 minutes 30 seconds East 32.63 feet; thence North 89 degrees 21 minutes 16 seconds East 12.00 feet; thence North 01 degrees 08 minutes 15 seconds West 173.39 feet to a point on the north line of the above described parcel of land; thence North 89 degrees 17 minutes 56 seconds East, along the north line of the above described parcel of land, 20.00 feet to the Point of Beginning.

EXHIBIT B

Temporary Construction Easement

The Temporary Construction Easement follows:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this _____ day of _____, 20____, between St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, hereinafter referred to as the “Grantor,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, a temporary easement for construction purposes on, over, under, across and through a portion of the following described parcel located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along

said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 53.00 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence South 89 degrees 21 minutes 16 seconds West, along the south line of the above described parcel of land, 68.00 feet; thence North 01 degrees 08 minutes 15 seconds West 10.00 feet; thence North 89 degrees 21 minutes 16 seconds East 199.01 feet; thence North 30 degrees 15 minutes 30 seconds East 32.63 feet; thence North 89 degrees 21 minutes 16 seconds East 12.00 feet; thence North 01 degrees 08 minutes 15 seconds West 173.39 feet to a point on the north line of the above described parcel of land; thence North 89 degrees 17 minutes 56 seconds East, along the north line of the above described parcel of land, 20.00 feet to the Point of Beginning.

The Easement Area is depicted on Exhibit A attached hereto.

This Temporary Construction Easement shall commence immediately and shall expire on June 30, 2017.

The grant of the foregoing easement for construction purposes includes the right of the City, and its contractors, agents, employees, successors and assigns, to enter upon and use the easement area for, and in connection with, the construction of roadways, drainage facilities, utilities, and associated improvements; together with the right to excavate and refill roadbeds, ditches and trenches, and conduct grading work within the easement area; to import and export soil to and from the easement area; to run storm and surface water on and over the easement

area; to perform driveway reconstruction work within the easement area; to remove trees, bushes, sod, landscaping, plantings and other vegetation, signs, fences, light posts, irrigation systems, and other obstructions from the easement area; and to perform such other work and use the easement area for such other purposes which are incidental to and/or associated with said roadway, drainage facility and utility construction work.

The rights and obligations of the parties contained in Provision 8 of the Earnest Money Contract entered into by the Grantors and the City in connection with this easement (“Earnest Money Contract”) shall survive the execution and delivery of this Temporary Construction Easement and are incorporated herein by reference. The consideration given herein includes full and complete payment for all damages incurred by the Grantors resulting from the removal of Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the “Loss”) arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor, and its legal representatives, its successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land until June 30, 2017.

The Grantor, for itself and its legal representatives, successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the easement area and has good right to grant and convey the easement herein to the City.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed as of the day and year first above written.

AREA COMPUTATIONS

PERMANENT EASEMENT: 3882 SQUARE FEET

TEMPORARY EASEMENT: 5315 SQUARE FEET

P.I.N. 04.29.23.31.0018

2805 FAIRVIEW AVENUE NORTH

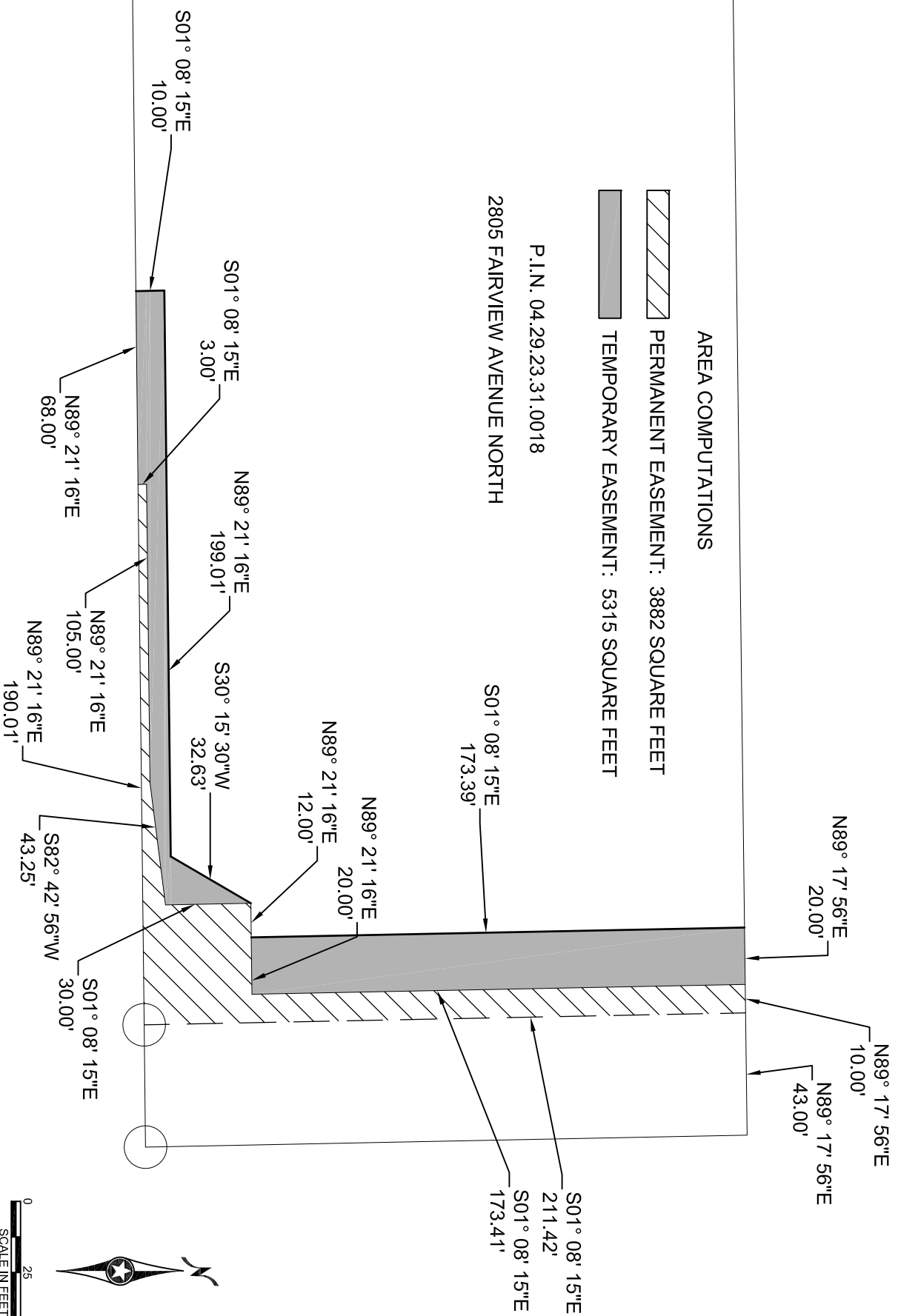


EXHIBIT A
TEMPORARY AND PERMANENT EASEMENT
2805 FAIRVIEW AVE. N.



This Earnest Money Contract is hereby accepted by the undersigned parties.

Grantor:

St. Paul Fire and Marine Insurance
Company

By: _____

Name: _____

Its: _____

Date signed by Grantor:

_____, 2016

City of Roseville

By: _____

Daniel J. Roe, Mayor

By: _____

Patrick J. Trudgeon, City Manager

Date signed by City:

_____, 2016

EXHIBIT A

Easement Area

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 358.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 37.00 feet; thence South 89 degrees 13 minutes 57 seconds West 40.00 feet; thence South 01 degrees 08 minutes 15 seconds East 325.01 feet; thence South 89 degrees 13 minutes 57 seconds West 10.00 feet; thence North 01 degrees 08 minutes 15 seconds West 362.01 feet; thence North 89 degrees 13 minutes 57 seconds East 50.00 feet to the Point of Beginning.

EXHIBIT B

Roadway, Drainage and Utility Easement

The Roadway, Drainage and Utility Easement follows:

ROADWAY, DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE is made this ____ day of _____, 2016, between St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, hereinafter collectively referred to as the “**Grantor**,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “**City**.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a non-exclusive permanent easement for roadway, drainage, and utility purposes (the “**Easement**”) on, over, under, across, and through a portion of the following described real estate located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT:

the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements,
Ramsey County, Minnesota.

The area for said Easement being that part of the above described parcel described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 358.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 37.00 feet; thence South 89 degrees 13 minutes 57 seconds West 40.00 feet; thence South 01 degrees 08 minutes 15 seconds East 325.01 feet; thence South 89 degrees 13 minutes 57 seconds West 10.00 feet; thence North 01 degrees 08 minutes 15 seconds West 362.01 feet; thence North 89 degrees 13 minutes 57 seconds East 50.00 feet to the Point of Beginning.

(the “**Easement Area**”).

The Easement Area is depicted on Exhibit A attached hereto.

The grant of the foregoing Easement includes the right of the City, and its contractors, agents, employees, successors, and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, repair, operate, maintain, and use roadways, streets, curbs, gutters, sidewalks, trailways, pathways, landscaped areas, signs, fences, poles, wires, pipes, conduits, mains, and associated improvements, facilities, and appurtenances, and other utilities, on, over, under, across, and through the Easement Area; together with the right to excavate and refill roadbeds, ditches and trenches, and to grade the Easement Area; to remove and import soils; to grade, level, pave, mark, and drain streets, roadways, sidewalks, trailways, and pathways within the Easement Area; to run storm and surface water over the Easement Area; to remove trees, bushes, sod, landscaping, plantings, and other vegetation, signs, fences, light poles, irrigation systems, and other obstructions within the Easement Area; and to do all other acts and

things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

Subject to the terms of this Easement and any permanent improvements that may be constructed or installed in the Easement Area, after the exercise of any rights granted herein, the City shall, at the City's sole cost and expense, promptly 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 rights.

Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the "Loss") arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor and its successors and assigns, shall inure to the benefit of the City and its successors and assigns, and shall run with the land.

TO HAVE AND TO HOLD THE SAME, together with all of the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, to the City, its successors and assigns, forever.

[Signature page follows.]

IN TESTIMONY WHEREOF, the Grantor has caused this Roadway, Drainage and Utility Easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company, a
corporation organized under the laws of the State of
Connecticut

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Suite 110
1700 West Highway 36
Roseville, MN 55113
651-223-4999

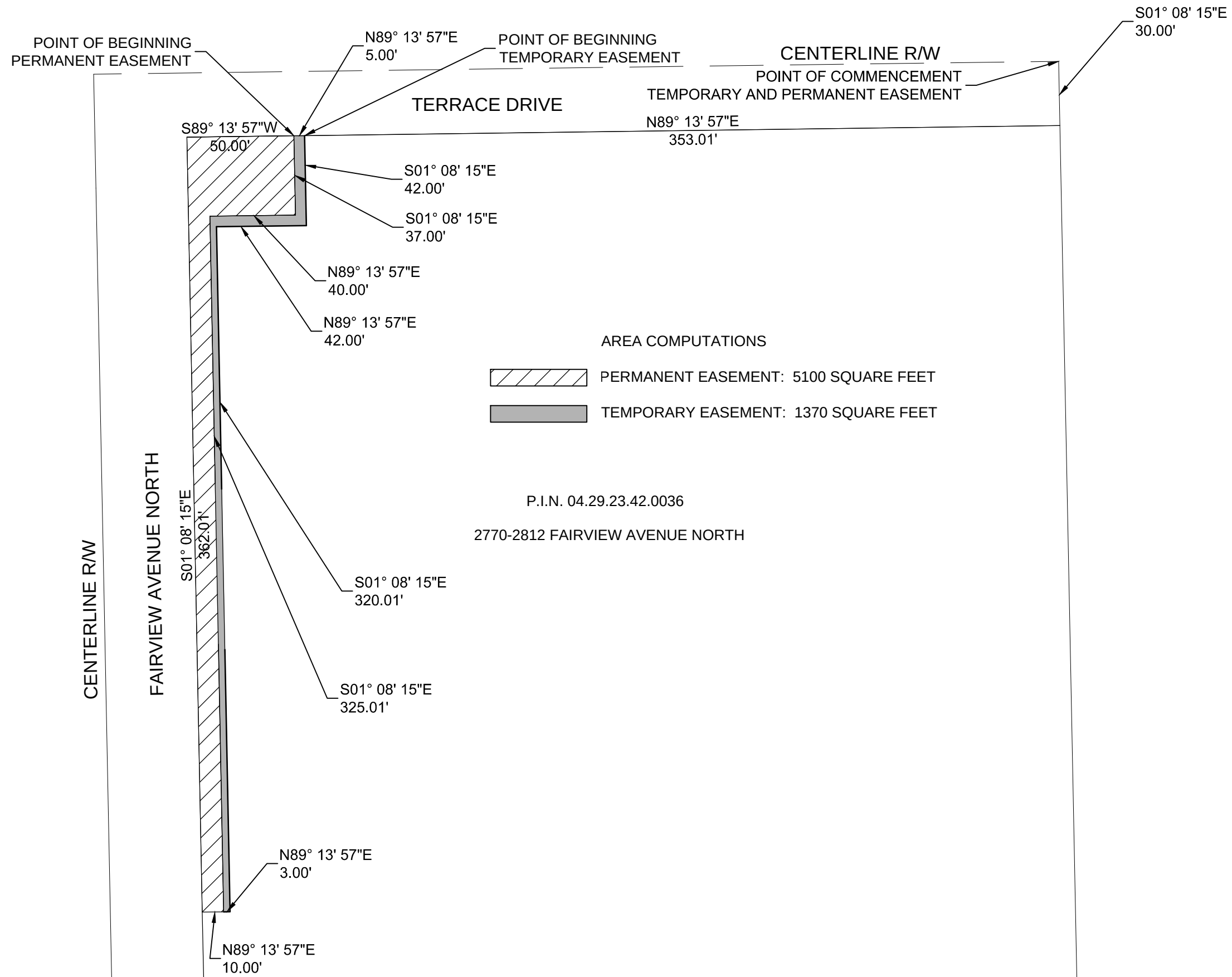


EXHIBIT B
TEMPORARY AND PERMANENT EASEMENT
2770 - 2812 FAIRVIEW AVE. N.



**EARNEST MONEY CONTRACT FOR
TEMPORARY CONSTRUCTION EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation authorized under the laws of the State of Connecticut (the “**Grantor**”), hereby acknowledges receipt from the City of Roseville, a municipal corporation (the “**City**”), of the sum of \$1.00, as earnest money on account of the grant by the Grantor to the City, and its successors and assigns, of a temporary construction easement on, over, under, across and through the following tract of land described as follows:

See Attached EXHIBIT A (the “**Temporary Easement Area**”).

(1) The Grantor hereby grants the City the right to enter upon the above described Temporary Easement Area for the above purposes immediately upon execution of this agreement by the Grantor.

(2) The total price for such easement shall be the sum of \$1,000.00 (the “**Purchase Price**”), of which \$1.00 (the “**Earnest Money**”) has been paid as aforesaid, and the balance shall be payable as soon as the City has accepted status of title to the Temporary Easement Area and an easement (in the form described below) has been signed and tendered by the Grantor and recorded. The check making payment of the Purchase Price shall be made payable to St. Paul Fire and Marine Insurance Company and encumbrancers of the Temporary Easement Area who do not waive their right to be named as a payee on said check.

(3) The City shall, following acceptance of this Earnest Money Contract (this “**Contract**”), examine the condition of title to the Temporary Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, the Grantor shall have no obligation to remedy any title defects; provided, however, the Grantor agrees to use commercially reasonable efforts to obtain a consent to the Temporary Easement from all mortgagees which have an interest in the Temporary Easement Area. If title to the Temporary Easement Area is not marketable and cannot be made marketable within 90 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent and subordinate its interest to the Temporary Easement, then at the option of the City, this Contract shall be null and void and the Earnest Money refunded.

(4) The easement to be granted is attached hereto as EXHIBIT B (the “**Temporary Easement**”). The Temporary Easement shall be signed by the Grantor and consents shall be signed by all of the encumbrancers.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) The parties acknowledge that certain work (the “**Project Work**”) will be performed on the tract of land described in EXHIBIT C attached hereto (the “**Permanent Easement Area**”) and the Temporary Easement Area by the City, and its employees, contractors and agents, in

connection with the Twin Lakes Redevelopment Project (the “**Project**”). The parties agree as follows with respect to the Project Work:

The parties acknowledge that as a part of the Project Work it will be necessary, and the City shall have the right, at the City’s sole cost and expense, to remove trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas. The parties acknowledge that a portion of the total compensation given by the City to the Grantor for the Temporary Construction Easement is full payment for damages incurred by the Grantor for the removal of such trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas.

This Earnest Money Contract is hereby accepted by the undersigned parties.

GRANTOR:

ST. PAUL FIRE AND MARINE INSURANCE
COMPANY

By: _____
Name: _____
Its: _____

Date signed by Grantor:

_____, 2016

CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

Date signed by City:

_____, 2016

EXHIBIT A

Temporary Easement Area

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 353.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 42.00 feet; thence South 89 degrees 13 minutes 57 seconds West 42.00 feet; thence South 01 degrees 08 minutes 15 seconds East 320.01 feet; thence South 89 degrees 13 minutes 57 seconds West 3.00 feet; thence North 01 degrees 08 minutes 15 seconds West 325.01 feet; thence North 89 degrees 13 minutes 57 seconds East 40.00 feet; thence North 01 degrees 08 minutes 15 seconds West 37.00 feet; thence North 89 degrees 13 minutes 57 seconds East 5.00 feet to the Point of Beginning.

EXHIBIT B

Temporary Construction Easement

The Temporary Construction Easement follows:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this _____ day of _____, 20____, between St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, hereinafter referred to as the “Grantor,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, a temporary easement for construction purposes on, over, under, across and through a portion of the following described parcel located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 353.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 42.00 feet; thence South 89 degrees 13 minutes 57 seconds West 42.00 feet; thence South 01 degrees 08 minutes 15 seconds East 320.01 feet; thence South 89 degrees 13 minutes 57 seconds West 3.00 feet; thence North 01 degrees 08 minutes 15 seconds West 325.01 feet; thence North 89 degrees 13 minutes 57 seconds East 40.00 feet; thence North 01 degrees 08 minutes 15 seconds West 37.00 feet; thence North 89 degrees 13 minutes 57 seconds East 5.00 feet to the Point of Beginning.

The Easement Area is depicted on Exhibit A attached hereto.

This Temporary Construction Easement shall commence immediately and shall expire on June 30, 2017.

The grant of the foregoing easement for construction purposes includes the right of the City, and its contractors, agents, employees, successors and assigns, to enter upon and use the easement area for, and in connection with, the construction of roadways, drainage facilities, utilities, and associated improvements; together with the right to excavate and refill roadbeds, ditches and trenches, and conduct grading work within the easement area; to import and export soil to and from the easement area; to run storm and surface water on and over the easement area; to perform driveway reconstruction work within the easement area; to remove trees, bushes, sod, landscaping, plantings and other vegetation, signs, fences, light posts, irrigation systems, and other obstructions from the easement area; and to perform such other work and use the easement area for such other purposes which are incidental to and/or associated with said roadway, drainage facility and utility construction work.

The rights and obligations of the parties contained in Provision 8 of the Earnest Money Contract entered into by the Grantors and the City in connection with this easement (“Earnest Money Contract”) shall survive the execution and delivery of this Temporary Construction Easement and are incorporated herein by reference. The consideration given herein includes full and complete payment for all damages incurred by the Grantors resulting from the removal of Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the “Loss”) arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor, and its legal representatives, its successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land until June 30, 2017.

The Grantor, for itself and its legal representatives, successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the easement area and has good right to grant and convey the easement herein to the City.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company

By _____

Its_____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, Grantor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Suite 110
1700 West Highway 36
Roseville, MN 55113
651-223-4999

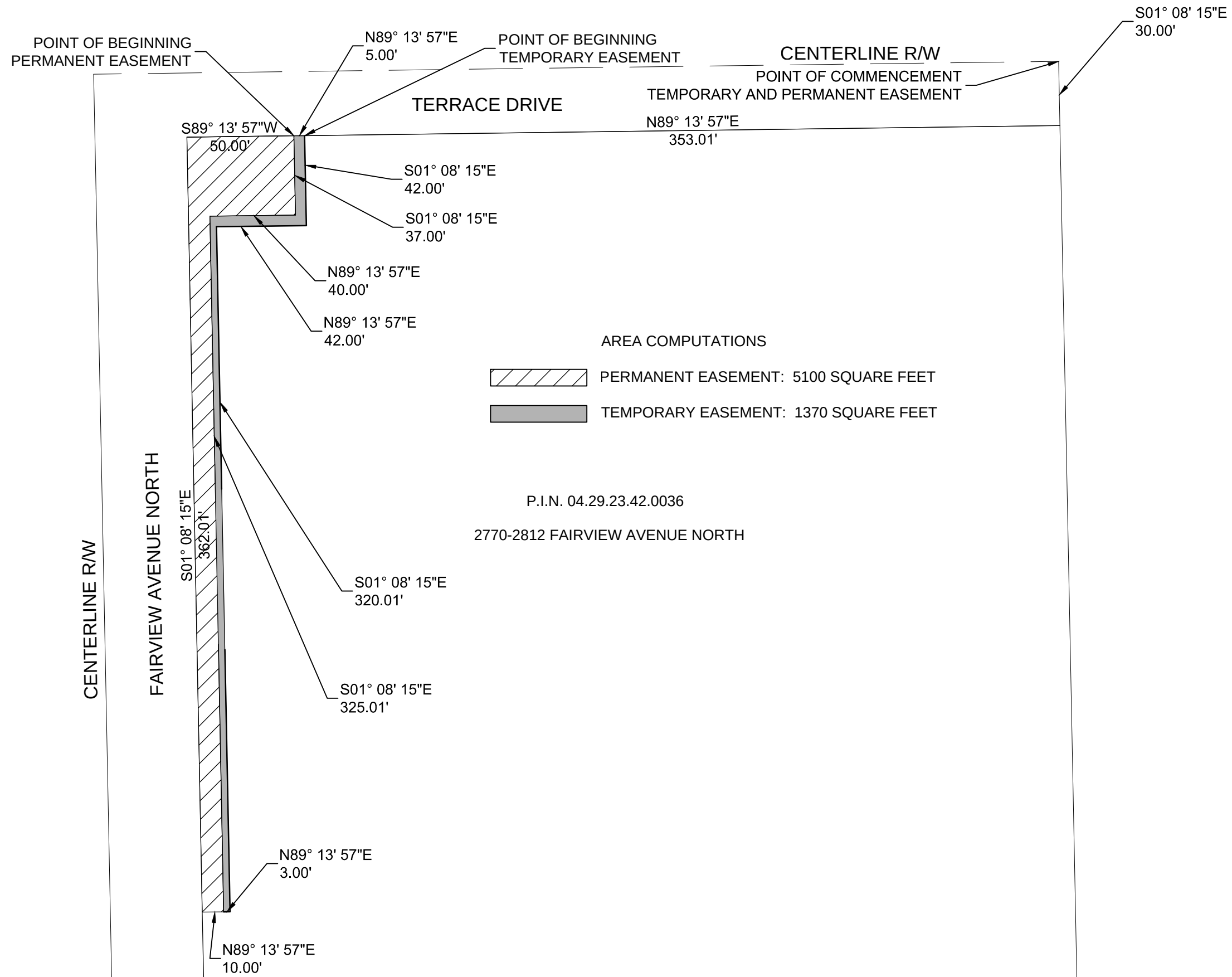


EXHIBIT B
TEMPORARY AND PERMANENT EASEMENT
2770 - 2812 FAIRVIEW AVE. N.

