
PERMANENT EASEMENT FOR EMERGENCY PEDESTRIAN EGRESS PURPOSES

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, the City of Ramsey, a municipal corporation under the laws of Minnesota, Grantor, hereby grants, sells, and conveys to the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, Grantee, a permanent easement for emergency pedestrian egress purposes, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

A permanent easement for emergency egress purposes, over, under, and across the northeasterly 42.00 feet of that part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32 North, Range 25 West, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the west line of said Northeast Quarter of the Southwest Quarter with the northerly right of way line of U.S. Highway No. 10; thence southeasterly along said northerly right of way line a distance of 625.00 feet to the point of beginning of the land to be described; thence continuing southeasterly along said northerly right of way line a distance of 464.63 feet, more or less, to a point thereon distant 386.98 feet northwesterly of the intersection of said northerly right of way line with the east line of said Northeast Quarter of the Southwest Quarter; thence northeasterly at right angles to said northerly right of way line a distance of 216.17 feet, more or less, to the southerly line of the BNSF Railway Company, formerly known as the Burlington Northern Railroad; thence northwesterly along said southerly line of the BNSF Railway Company a distance of 476.91 feet, more or less, to a point thereon distant 691.80 feet southeasterly from its intersection with said west line of the Northeast Quarter of the Southwest Quarter; thence southwesterly a distance of 195.39 feet, more or less, to the point of beginning.

Said northeasterly 42.00 feet is measured perpendicular to said southerly line of the BNSF Railway Company.

P.I.N. 28-32-25-31-0005
(the "Easement Area")

Further, the right is hereby granted to the Grantee to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the Grantee may require and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area for emergency pedestrian egress purposes.

EXHIBIT A

TO AGREEMENT AND RESTRICTIVE COVENANT

LEGAL DESCRIPTION

THAT PRT OF NE1/4 OF SW1/4 OF SEC 28 TWP 32 RGE 25 DESC AS FOL: COM AT INTER OF W LINE OF SD 1/4 1/4 WITH NELY R/W LINE OF T H NO 10, TH SELY ALG SD R/W LINE 625 FT TO POB, TH CONT SELY ALGSD R/W LINE TO APT 386.98 FT NWLY OF E LINE OF SD 1/4 1/4, AS MEAS ALG SD NELY R/W LINE, TH DEFL AT A RT ANG NELY TO INTER/W SWLY R/W LINE OF B & N R/R, TH NWLY ALG SD R/R R/W LINE TO A PT 691.80 FT SELY OF INTER/W W LINE OF SD 1/4 1/4 & SELY R/W LINE OF B & N R/R, TH SWLY TO POB, SUBJ TO EASE OF REC

EXHIBIT B

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this day of , 2009, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired [describe nature of interest] in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real . property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to [avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction OR to avoid hardship for owners of homestead property located in a proposed state trunk highway right-of-way or project].

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

This Agreement and Restrictive Covenant may be enforced by the Council, its successors, or by any citizen residing within the metropolitan area as defined by appropriate action in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the above date.

METROPOLITAN COUNCIL

By _____
Regional Administrator

CITY OF RAMSEY
By _____
Bob Ramsey, Mayor

By _____
Kurt Ulrich, City Administrator