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## TEMPORARY CONSTRUCTION EASEMENT

This indenture is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the **City of Ramsey**, a Minnesota municipal corporation (“Grantor”), and **G S Land, LLC**, a Minnesota limited liability corporation (“Grantee”).

### Recitals

1. Grantor owns the following described Property:

Lot 25, Block 1, Harvest Estates, Anoka County, Minnesota.

2. Grantee owns the remainder of Harvest Estates and is commencing development of 32 single family home sites (“Phase I”).
3. Grantor and Grantee are parties to a Purchase Agreement dated January 23, 2015, whereby Grantee contracted to purchase the Subject Property for the second phase of the Harvest Estates development.
4. Grantee wishes to utilize a portion of the Subject Property to install erosion control fencing, perform grading and replace utilities (the “Improvements”), all in furtherance of Phase I (see Exhibit A).
5. Grantee also wishes to utilize 5,000 square feet of the existing Upper Parking Lot on the Subject Property for storage of equipment during construction of Phase I (see Exhibit A).

6. Grantor desires to grant to Grantee a temporary easement relating to the construction of the Improvements and the storage of equipment in accordance with the terms and conditions set forth below.

### Temporary Easement

1. The area of the Subject Property subject to the temporary easement granted below is that area between the erosion control fence line and Grantee's property, including that portion of the Police Parking Lot overlying existing utilities ("Easement Area A") and the southerly 5,000 square feet of the Upper Parking Lot that lies to the north of the erosion control fence ("Easement Area B"), as illustrated in Exhibit A.
2. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to a temporary construction easement over and across Easement Area A for the following purposes:
  - a. Install erosion control fencing on or along the line as shown in Exhibit A.
  - b. Grade the Subject Property as shown on Exhibit A, which includes removal of the portion of the Upper Parking Lot south of the erosion control fence.
  - c. Replace water and sanitary sewer lines to the former police station, which including the removal of only that portion of the Police Parking Lot as needed to accomplish the work. The portion of the Lot removed shall be replaced with asphalt so as to be suitable for vehicular traffic. The Lot entrance shall be barricaded by Grantee during construction of the utilities.
3. Grantor further grants and conveys a temporary construction easement over and across Easement Area B to allow storage of Grantor's construction equipment. Said storage area may be accessed via the existing driveway off of Nowthen Boulevard. Storage shall be for equipment only. No hazardous materials or bulk materials (dirt, gravel, sand, etc.) shall be stored in Easement Area B.
4. Grantee is solely liable for, and shall defend and indemnify Grantor against, any and all damages resulting from, arising out of or relating to its use of the Subject Property pursuant to this Temporary Construction Easement, except to the extent such damages are caused by the acts or omissions of Grantor, its employees or agents.
5. Notwithstanding Grantee's right to grade the Subject Property as set forth above, the spruce tree marked on Exhibit B shall not be destroyed, moved or damaged by Grantee. The City shall remove the tree in November or December 2015 for use as its annual Holiday Tree.

- 6. The terms of this Easement are subordinate to all demolition, grading and other plans and specifications approved by the City concerning the Harvest Estates development, as well to the City Code and applicable state and federal law.
- 7. This Easement shall terminate upon completion of the Phase I improvements or \_\_\_\_\_, 2016, whichever is earlier.

**City of Ramsey**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kurtis G. Ulrich  
City Administrator

Dated: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Mayor Sarah Strommen and City Administrator Kurtis G. Ulrich of the City of Ramsey as Grantor.

(seal)

\_\_\_\_\_  
Notary Public

**G S Land, LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Its: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_ as \_\_\_\_\_ of G S Land, LLC as Grantee.

(seal)

\_\_\_\_\_  
Notary Public