
TEMPORARY CONSTRUCTION EASEMENT

This indenture is made and entered into this _____ day of _____, 2015, by **City of Ramsey**, a Minnesota municipal corporation (“Grantor”), and **Kuechle Underground, Inc.**, a Minnesota corporation (“Grantee”).

Recitals

1. Grantor owns a parcel of land, PID 10-32-25-34-0016, bounded by Jaspar St. N.W. and 167 Ave. N.W., as shown in the attached Exhibit A (“the Property”).
2. Grantee is reconstructing a portion of Garnet Street and 168th Avenue pursuant to the Construction Contract between Grantor and Grantee dated July 2, 2015 (the “Project”).
3. In order to complete the Project in an efficient manner, Grantee desires a temporary easement over a portion of the Property within which to stockpile sand and fill materials.
4. Grantor desires to grant to Grantee a temporary easement relating to the construction of the Project in accordance with the terms and conditions set forth below.

Temporary Easement

1. The entire Property is subject to the temporary easement granted below, except for the 20’ wide strip adjacent to the existing pedestrian trail and except for the 50’

sight triangle at the corner of 167th Avenue and Jaspar St. N.W., all as shown on Exhibit A (“Easement Area”).

2. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a temporary construction easement over and across the Easement Area for the purpose of stockpiling sand and fill materials used in the Project.
 - a. The Easement Area shall not be used for storage of construction equipment or hazardous materials.
 - b. The height of the stock piles shall not exceed _____ feet.
 - c. Grantee shall not access the Easement Area from 167th Avenue N.W. and shall not drive across or upon the existing pedestrian trail along 167th Avenue N.W.
 - d. Upon completion of construction, all fill materials shall be removed and the Easement Area graded consistent with its original topography.
 - e. Grantee is solely responsible for any and all damage to the pedestrian trail, curbs and streets caused by its use of the Easement Area and shall repair such damage in a timely manner.
3. This Easement expires upon final completion of the Project and Grantor’s acceptance of the Work.
4. This Easement may not be modified without written consent of both Grantor and Grantee.
5. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

GRANTOR:

CITY OF RAMSEY, MINNESOTA

By: _____
Sarah Strommen, Mayor

By: _____
Kurt Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2015, before me, a notary public, personally appeared Sarah Strommen and Kurt Ulrich, the Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota, named in the foregoing instrument and acknowledged said instrument on behalf of the City.

Notary Public

