

## EASEMENT

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_ between Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota Body Corporate and Politic Under the Laws of Minnesota, hereinafter referred to as “Grantor”, and the COUNTY OF SAINT LOUIS, Minnesota, a municipal corporation, hereinafter referred to as “Grantee”.

WITNESSETH:

## RECITALS

**WHEREAS**, said Grantor is the owner of real property situated in St. Louis County, Minnesota, described as follows, to-wit:

Tract 1. That part of the NE1/4 of SE1/4 of Section 29 Township 58 North Range 17 West of the Fourth Principal Meridian lying South of the following described line: Beginning at the NE corner and assigning a bearing of North 89 degrees 25 minutes 28 seconds West to the north line of said NE1/4 of SE1/4; thence South 62 degrees 18 minutes 51 seconds West 556.26 feet to the East right-of-way of Progress Parkway, according to easement document no. 995938, which is an existing road; thence S'ly along said right-of-way 363.54 feet along a non-tangential curve, the center of circle for which bears South 66 degrees 18 minutes 59 seconds West; said curve is concave to the West with a radius of 475.00 feet and a central angle of 43 degrees 51 minutes 06 seconds; thence continue S'ly along said right-of-way along a reverse curve 151.83 feet; said curve is concave to the East with a radius of 1,260.00 feet and a central angle of 06 degrees 54 minutes 16 seconds; thence North 76 degrees 55 minutes 29 seconds West 274.26 feet; thence South 26 degrees 14 minutes 25 seconds West 331.59 feet; thence North 48 degrees 57 minutes 19 seconds West 252.52 feet; thence North 28 degrees 08 minutes 47 seconds East 211.72 feet; thence South 88 degrees 46 minutes 52 seconds West 158.89 feet; thence North 43 degrees 19 minutes 07 seconds West 135.90 feet to the West line of said NE1/4 of SE1/4. St. Louis County, Minnesota.

AND

Tract 2. The SE 1/4 of SE 1/4 Section 29 Township 58 North, Range 17 West EXCEPT the South 725.00 feet thereof. St. Louis County, Minnesota.

(As currently embodied in Certificate of Title Number 359172)

(parcel ID # 040-0206-00051)

**WHEREAS**, Grantor has agreed to grant Grantee a permanent easement for highway purposes and a temporary easement for construction purposes (collectively “Easements”) across said property.

## TERMS OF EASEMENT

**NOW, THEREFORE**, , in consideration of the special benefits to this particular tract of land resulting from this proposed public improvement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Grant of Permanent Easement for Highway Purposes.** Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for highway purposes over, under, and across that part of the above-described propertyt more particularly described as follows, to-wit:

:

Commencing at the southwest corner of the Southeast Quarter of Section 29, Township 58 North, Range 17 West; thence on an assigned bearing of North 02 degrees 59 minutes 35 seconds West, along the west line of said Southeast Quarter, a distance of 1320.03 feet to the south line of the NW 1/4 of the SE 1/4 of said Section 29; thence North 87 degrees 38 minutes 34 seconds East, along said south line, a distance of 1232.49 feet to the point of beginning; thence North 01 degree 28 minutes 54 seconds West, along the east line of the NW 1/4 of the SE 1/4 of said Section 29, a distance of 444.88 feet; thence southeasterly along a curve not tangential with the last described line, concave to the southwest, having radius of 668.50 feet, a central angle of 40 degrees 52 minutes 50 seconds, and chord bearing of South 20 degrees 03 minutes 17 seconds East, for a distance of 476.97 feet to the south line of the NE 1/4 of the SE 1/4 of said Section 29; thence southwesterly along a curve not tangential with the last described line, concave to the northwest, having radius of 674.88 feet, central angle of 10 degrees 19 minutes 15 seconds, and chord bearing of South 05 degrees 35 minutes 43 seconds West for a distance of 121.57 feet; thence South 10 degrees 48 minutes 18 seconds West, a distance of 120.30 feet; thence southeasterly along a curve tangential with the last described line, concave to the northeast, having radius of 531.50 feet, central angle of 39 degrees 46 minutes 10 seconds, and chord bearing of South 09 degrees 04 minutes 47 seconds East for a distance of 368.92 feet to the south property line; thence South 87 degrees 41 minutes 39 seconds West, along said south property line, a distance of 155.99 feet to the west line of the said SE 1/4 of SE 1/4; thence North 01 degree 28 minutes 54 seconds West, along said west line, a distance of 596.38 feet and there terminating at the point of beginning.

Described Permanent Easement contains approximately 117,376 square feet (2.70 acres).

- 2. Grant of Temporary Construction Easement.** Together with the Permanent Easement for Highway Purposes granted in Article 1, Grantor does hereby grant and convey unto Grantee a Temporary Construction Easement over, under, and across that part of the first above-described property more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 29, Township 58 North, Range 17 West; thence on an assigned bearing of North 02 degrees 59 minutes 35 seconds West, along the west line of said Southeast Quarter, a distance of 1320.03 feet to the south line of the NW 1/4 of the SE 1/4 of said Section 29; thence North 87 degrees 38 minutes 34 seconds East, along said south line, a distance of 1381.23 feet to the point of beginning; thence northwesterly along a curve not tangential with the last described line, concave to the southwest, having a radius of 668.50 feet, central angle of 40 degrees 52 minutes 50 seconds, and chord bearing of North 20 degrees 03 minutes 17 seconds West, for a distance of 476.97 feet to the west line of the NE 1/4 of SE 1/4 of Section 29; thence North 01 degree 28 minutes 54 seconds West, along said west line, a distance of 97.08 feet; thence southeasterly along a curve not tangential with the last described line, concave to the southwest, having a radius of 733.50 feet, central angle of 46 degrees 32 minutes 23 seconds, and chord bearing of South 23 degrees 07 minutes 40 seconds East, for a distance of 595.80 feet to the south line of said NE 1/4 of SE 1/4; thence southwesterly along a non-tangential curve, concave to the northwest, having a radius of 740.19 feet, central angle of 10 degrees 33 minutes 58 seconds, and chord bearing of South 05 degrees 28 minutes 25 seconds West, for a distance of 136.50 feet; thence South 10 degrees 48 minutes 18 seconds West a distance of 120.30 feet; thence southeasterly along a curve tangential with the last described line,

concave to the northeast, having radius of 466.50 feet, central angle of 43 degrees 51 minutes 14 seconds, and chord bearing of South 11 degrees 07 minutes 19 seconds East a distance of 357.06 feet, more or less, to the south property line; thence South 87 degrees 41 minutes 39 seconds West, along said south property line, a distance of 74.06 feet; thence northwesterly along a curve not tangential with the last described line, concave to the northeast, having radius of 531.50 feet, central angle of 39 degrees 46 minutes 10 seconds, and chord bearing of North 09 degrees 04 minutes 47 seconds West, for a distance of 368.92 feet; thence North 10 degrees 48 minutes 18 seconds East, a distance of 120.30 feet; thence northeasterly along a curve tangential with the last described line, concave to the northwest, having radius of 674.88 feet, central angle of 10 degrees 19 minutes 15 seconds, and chord bearing of North degrees 35 minutes 43 seconds East , for a distance of 121.57 feet more or less, and there terminating at the point of beginning.

Described Temporary Construction Easement contains approximately 74,703 square feet.

3. **Term of Temporary Construction Easement.** The Temporary Construction Easement shall automatically expire on December 31, 2028.
4. **Scope of Easements.** The easements include the rights of the COUNTY OF SAINT LOUIS, its contractors, agents, servants, and assigns, to enter upon the Permanent Easement for Highway Purposes and, during the term described in Article 3, the Temporary Easement premises at all reasonable times to install, reinstall, inspect, repair, and maintain said public highway system over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the easement premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the public highway system. Election by the grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.
5. **Obligation to Repair.** Grantee shall, at its own expense, repair the land located in the Temporary Construction Easement area in the event of a disturbance caused by Grantee's Construction efforts.
6. **Warranty of Title.** Grantor warrants it is the owner of the Property and has the right, title, and capacity to convey to Grantee the Easements herein.
7. **Binding Effect.** It is understood that the right, privilege and Easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

FOR Independent School District # 2909:

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

STATE OF MINNESOTA            )  
  :ss  
COUNTY OF SAINT LOUIS        )

The foregoing instrument was subscribed, sworn to, and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of Independent School District # 2909, Rock Ridge Public Schools, a Minnesota Body Corporate and Politic Under the Laws of Minnesota,, and fully authorized to execute the document contained herein on behalf of the Grantor School District.

\_\_\_\_\_  
Signature of Person taking Acknowledgement

(Notarial Stamp or Seal)

GRANTEE, County of St. Louis, Minnesota, hereby accepts this instrument in accordance with the terms and conditions contained herein.

For GRANTEE: St. Louis County

By:     Steven J. Kniefel, Right of Way Agent  
          as authorized designee for  
          James T. Foldesi, Public Works Director, St. Louis County

\_\_\_\_\_  
(signature)

STATE OF MINNESOTA            )  
  :ss  
COUNTY OF SAINT LOUIS        )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a notary public for said County and State, personally appeared Steven J. Kniefel, who acknowledged himself to be the authorized designee of James T. Foldesi, Public Works Director of St. Louis County, Minnesota, and, as such is duly authorized to accept the foregoing easement for the purposes therein contained.

In Witness thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

\_\_\_\_\_  
Signature of Person taking Acknowledgement

This Instrument was drafted by:  
Steven J. Kniefel  
Right of Way Agent  
St. Louis County Public Works Department  
7823 Minnesota Highway 135  
Virginia MN 55792

This conveyance is entitled to recording  
without payment of fee, pursuant to  
Minnesota Statutes Section 386.77, it being  
for the benefit of the County of St. Louis.