

Regional Greenway Trail Easement

This non-exclusive, permanent Regional Greenway Trail Easement (hereinafter referred to as the "Trail Easement") is made as of the ___ day of _____, 2026, by and between City of West St. Paul, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and County of Dakota, a political subdivision of the State of Minnesota, its successors and assigns, (hereinafter referred to as the "Grantee") and is based on the following recitals:

- A. Grantor warrants that it has good legal title to certain real property located in the County of Dakota, State of Minnesota, with Property Identification Number 42-11561-00-020 (hereinafter referred to as the "Property").
- B. Grantor desires to grant, declare and establish a Trail Easement binding Grantor and each future owner of legal and/or equitable title to the Property or any part thereof, for the benefit of the Grantee over a portion of the Property described below, to enable the Grantee to construct, operate, maintain, repair, and/or replace a bituminous trail with a minimum of two-foot wide zones on either side of the trail, (hereinafter collectively referred to as the "Trail") as mutually agreed upon between the Grantor and the Grantee and the other associated improvements such as signage, retaining walls, fences, benches, kiosks and other supporting structures (hereinafter referred to as the "Other Improvements"), subject to the conditions and restrictions set forth herein.

I. Grant of Trail Easement.

- A. By this instrument, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a Trail Easement over, under, and across that part of the Property legally described in the attached **Exhibit A** (hereinafter referred to as the "Easement Area") and generally depicted within the Property in the attached **Exhibit B**. Grantor conveys to Grantee, the exclusive right to construct, operate, and maintain the Trail and Other Improvements within the Easement Area, including, without limitation, the right to occupy and move equipment over the Easement Area for the purpose of constructing, operating, and maintaining the Trail. Grantor also conveys to Grantee, all structures, vegetation, aggregate or other materials now existing on or under the Easement Area or that may be hereafter be planted, grown or deposited thereon.
- B. Grantor warrants that it will do nothing to undermine the Trail, or the Other Improvements constructed, operated and maintained thereon by Grantee.

II. Trail Construction, Operation, and Maintenance.

- A. Grantee, its agents or contractors, shall construct the Trail and Other Improvements, as generally depicted on the attached **Exhibit B**, using appropriate construction standards along and within the Easement Area. The Trail and Other Improvements shall be constructed/installed by the Grantee at its own expense or with funds obtained by the Grantee. Grantee has no obligation to construct the Trail or Other Improvements if the funds required for the Trail and Other Improvements are not available, appropriated or received by Grantee.
- B. The Trail will be used for recreation and non-vehicular transportation purposes such as, but not limited to walking, biking, roller blading, and cross-country skiing, subject to accommodation requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101) and related laws. Grantee or local law enforcement agencies may operate motorized vehicles on the Trail for the purposes of security, emergency services, and maintenance, repair and replacement of the Trail and other Improvements within the Easement Area. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the Grantee.
- C. Grantor shall not be responsible for maintenance, repair and replacement of the Trail and Other Improvements within the Easement Area or any costs associated with the use of the Trail or Other Improvements by the Grantee or general public.
- D. Grantee, by its own forces or through contractual agreement, shall provide routine repair maintenance, repair or replacement of the Trail and Other Improvements at its own cost.

III. Miscellaneous

- A. Grantee shall hold harmless Grantor, their employees, agents, and assigns from any and all damages, claims, or causes of action asserted by or on behalf of any person or governmental authority to which Grantor may be subject relating to Grantee's construction, use, and continuing maintenance of the Trail and Other Improvements within the Easement Area.
- B. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.
- C. This Trail Easement may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this Trail Easement. Any such amendment must be mutually agreed upon by the Grantee and the Grantor signed and duly recorded by the parties and comply with all applicable laws and regulations.
- D. This Trail Easement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

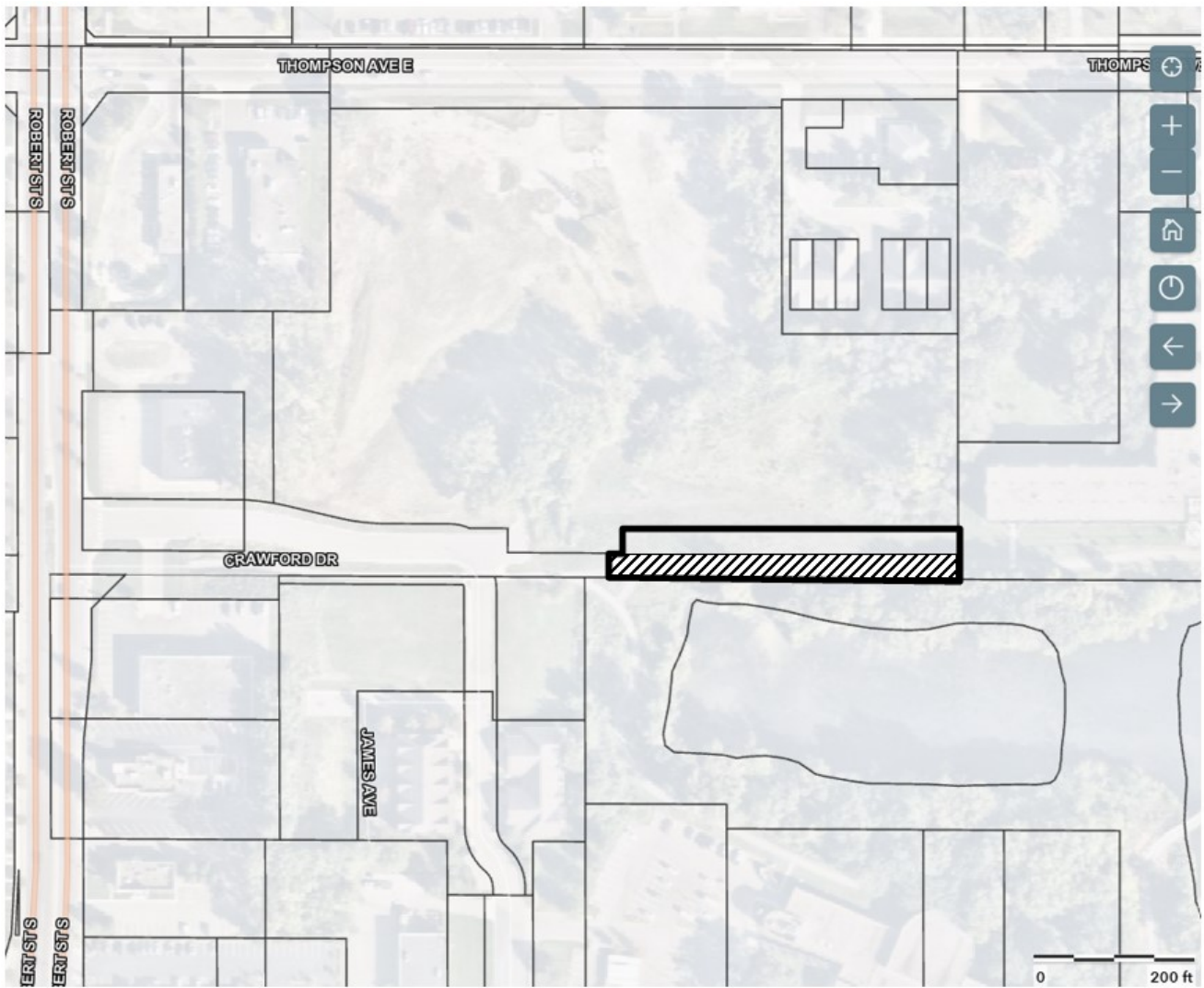
Exhibit A

Owner: City of West St. Paul
PID: 42-11561-00-020

A permanent easement for greenway purposes over, under, and across the south 30.00 feet of Outlot B, Andler and Olsons 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said easement contains approximately 12,959 Square Feet.

Exhibit B



= City Outlot



= Trail Easement

North



Trail easement contains approximately 12,959 square feet