

**Recording requested by and  
When recorded mail to:**

Ramsey County Parks & Rec. Dept.  
Attn. Dir. Planning & Development  
2015 Van Dyke St.  
Maplewood, MN 55109

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**AMENDMENT 1 TO EASEMENT  
FOR PARK ACCESS, PUBLIC ROADS, UTILITIES RIGHTS-OF-WAY  
LOCATED ON  
ARDEN HILLS ARMY NATIONAL GUARD TRAINING SITE  
RAMSEY COUNTY, MINNESOTA**

This **AMENDMENT 1 TO EASEMENT** is made on behalf of **THE UNITED STATES OF AMERICA** (the “United States”), among **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Omaha, hereinafter referred to as the “Grantor”, under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this amended easement will not be against the public interest; and the **COUNTY OF RAMSEY**, a political subdivision, duly organized and existing under and by virtue of the laws of the State of Minnesota, with its principal offices located at 15 West Kellogg Boulevard, Suite 250, Saint Paul, Minnesota, 55102, hereinafter referred to as the “Grantee”; and \_\_\_\_\_ [purchaser name], a \_\_\_\_\_ [state of registration and business type], with its principal offices located at \_\_\_\_\_ [address], purchaser of that certain real property identified as the Primer Tracer Area (the “PTA”), a/k/a Public Use and Development Area (“PUDA”), hereinafter referred to as “Sub-Grantee.”

**RECITALS**

- A. The Grantor granted to the Grantee that certain Easement No. DACA45-2-19-6017, which was effective on March 1, 2019, and is of record with the Ramsey County Recorder as Document No. A04775320 (the “Easement”); and

- B. The Easement identified the PTA, which is depicted in the Easement on Exhibit B, as a parcel owned by the United States that would be sold / transferred out of government ownership in the future; and
- C. The Easement rights and obligations to that future owner(s) as sub-grantee, concurrent with the rights and obligations of the Grantee; and
- D. As of \_\_\_\_\_, 202\_\_, the United States has now sold / transferred the PTA to Sub-Grantee, as identified above; and
- E. Section 28 of the Easement requires that the Sub-Grantee, as the new owner of the PTA, must agree to the terms and conditions of the Easement, by signing this Amendment 1 and any other amendments to the Easement.

**NOW THEREFORE**, pursuant to the terms of the Easement, the parties agree as follows:

1. **Adding Sub-Grantee to the Easement.** The Easement is amended to identify the Sub-Grantee as:  
  
NAME, a \_\_\_\_\_ [state of registration and business type]  
STREET  
CITY/STATE/ZIP.
2. **Amending Section 3 of the Easement.** Section 3 of the Easement governing notices between the parties is amended to add the Sub-Grantee’s mailing address set forth in Section 1 of this Amendment 1 as the address to which any notice, demand, or other communication to the Sub-Grantee that is related to the Easement or this Amendment 1 shall be sent. The Sub-Grantee may designate another address, or attorney, for receipt of notices pursuant to this Amendment 1 by designating in writing and forwarding such writing to the other parties as provided in the Easement.
3. **No Other Amendments.** Except as set forth in this Amendment 1, the terms and conditions of the Easement are unchanged, and remain in full force and effect.
4. **Effective Date.** This Amendment 1 shall be effective on the Grantor, the Grantee, and the Sub-Grantee as of \_\_\_\_\_, 202\_\_.
5. **Execution of Grantee/Sub-Grantee Agreement.** Concurrent with the execution of this Amendment 1, the Grantee and the Sub-Grantee shall enter into the separate cost sharing maintenance agreement as required by Section 29.b. of the Easement.
6. **Incorporation of Recitals, Easement, and Easement Exhibits.** The Grantee and the Sub-Grantee agree that the Recitals at the beginning of this Agreement, and the Easement and the Easement Exhibits referred to in this Agreement, are true and correct, and are incorporated herein.

**GRANTOR SIGNATURE AND ACKNOWLEDGEMENT**

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Susan Goding  
Chief, Real Estate Division  
Real Estate Contracting Officer

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA

COUNTY OF DOUGLAS

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for said county and state, within my jurisdiction, the within named **Susan Goding**, who acknowledged that she is the Real Estate Contracting Officer, U.S. Army Engineer District, Omaha, and that in said capacity he/she executed the above and foregoing Amendment 1 to Easement **for Park Access, Public Roads, Utilities Rights-of-Way** by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

**GIVEN UNDER MY HAND AND SEAL**, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**GRANTEE SIGNATURE AND ACKNOWLEDGEMENT**

**IN WITNESS WHEREOF**, the Grantee has executed this Amendment 1 to be effective as of the Effective Date first written above.

**COUNTY OF RAMSEY**,  
a political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Trista MatasCastillo, Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF RAMSEY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Trista MatasCastillo, the Chair of the Ramsey County Board of Commissioners, on behalf of Ramsey County.

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

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF RAMSEY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Mee Cheng, the Chief Clerk of the Ramsey County Board of Commissioners, on behalf of Ramsey County.

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

*Approval recommended:*

*Approved as to form:*

By: \_\_\_\_\_  
Mark McCabe, Director  
Ramsey County Parks & Recreation

By: \_\_\_\_\_  
Assistant Ramsey County Attorney

THIS DOCUMENT WAS DRAFTED BY:  
Office of the Ramsey County Attorney (AKLS)  
121 Seventh Place East, Suite 4500  
St. Paul, MN 55101  
Tel: 651-266-3399

