

**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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**OPERATIONS AND MAINTENANCE AGREEMENT  
FOR PUBLIC ROADS AND UTILITIES RIGHTS-OF-WAY  
LOCATED ON  
ARDEN HILLS ARMY NATIONAL GUARD TRAINING SITE  
RAMSEY COUNTY, MINNESOTA**

This **OPERATIONS AND MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between the **COUNTY OF RAMSEY**, a political subdivision of the State of Minnesota, with its principal offices located at 15 West Kellogg Boulevard, Suite 250, Saint Paul, Minnesota, 55102 (the “Grantee”), and \_\_\_\_\_ [purchaser name], a \_\_\_\_\_ [state of registration and business type], with its principal offices located at \_\_\_\_\_ [address] (the “Sub-Grantee”).

**RECITALS**

- A. On behalf of **THE UNITED STATES OF AMERICA** (“the United States”), **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Omaha (the “Grantor”), under and by virtue of the authority vested in Title 10, United States Code, Section 2668, granted that certain **EASEMENT FOR PARK ACCESS, PUBLIC ROADS, UTILITIES RIGHTS-OF-WAY LOCATED ON ARDEN HILLS ARMY NATIONAL GUARD TRAINING SITE, RAMSEY COUNTY, MINNESOTA** (the “Easement”), to the **COUNTY OF RAMSEY** (the “Grantee”); and
- B. The Easement was also granted a party or parties yet to be identified as the future owner(s) of the area identified as the Public Use and Development Area, also known as the Primer Tracer Area (the “PTA”). Such future owner(s) of the P.U.D.A. is identified herein as the “**SUB-GRANTEE**”; and

- C. The Easement was recorded with the Ramsey County Recorder as Document No. A04775320; and
- D. The Easement is over, across, under, in, and upon approximately 15.42 acres of lands of the United States, and is legally described and depicted in Exhibit A and Exhibit B, respectively, in the Easement (“Parcel C”); and
- E. The Grantor granted the Easement to the Grantee in perpetuity, effective on March 1, 2019, on the condition that the Grantee complies with any and all conditions of the Easement; and
- F. Because the PTA is a land-locked parcel, the Easement granted to the Sub-Grantee an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of the public access road and utilities needed for the PTA, in the same manner and to the same extent as granted to the Grantee; and
- G. The Easement requires the Sub-Grantee to comply with all of Conditions three through 27 of the Easement in the same manner and to the same extent as the Grantee; and
- H. Section 29.b. of the Easement sets forth the Grantee’s rights and obligations related to the Grantee’s use(s) for Parcel C, including obligations to Sub-Grantee and related to construction and maintenance of the road needed by Sub-Grantee for access to Parcel C; and
- I. Pursuant to Section 29.b. of the Easement, in 202\_\_, the Grantee constructed a 325-foot road on Parcel C, extending south from County Road I to the entrance to the Arden Hills Army National Guard Training Site (“AHATS”), which road was constructed to a 10-ton vehicle weight (three tons per axle) standard and enables use by military convoy vehicles accessing the AHATS (the “AHATS Road”); and
- J. The Grantee has not constructed a road the full distance south from County Road I to the PTA; and
- K. 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; and
- L. Section 29.b. of the Easement provides that at the time the Grantor sells or conveys the PTA, the Grantee and the Sub-Grantee are required to enter into a separate agreement specifying the cost sharing maintenance plan for a single, two-lane road surface for the purpose of connecting County Road I to the nature areas adjacent to Parcel C, and to allow access to the PTA; and
- M. The Grantor has conveyed the PTA to Sub-Grantee, as of \_\_\_\_\_, 2023.

**NOW THEREFORE**, in order to meet their respective obligations under the Easement, the Grantor and the Grantee agree as follows:

1. **Responsibilities of Grantee.** Pursuant to Section 29.b. of the Easement, at its own cost and expense, the Grantee will prepare initial designs and perform the initial construction for a two-lane road surface that extends from the end of the AHATS Road to the PTA (the “PTA Road”). The Grantee will design and construct the PTA Road to include required drainage and on-site water retention as to have no negative effect on property adjacent to Parcel C. The PTA Road will be designed and constructed to the weight standard necessary for the Grantee’s use and enjoyment of the Grantee’s properties adjacent to Parcel C (the “Grantee Standard”). Upon execution of this Agreement, the Grantee and the Sub-Grantee will meet and confer regarding the Sub-Grantee’s needs related to the standard for the PTA Road, and to discuss a proposed construction schedule based on available County funding for such construction of the PTA Road. Until such time that the PTA Road is complete, the Sub-Grantee may access to the PTA over and across existing road infrastructure on Parcel C or adjacent property owned by Grantee.
  
2. **Responsibilities of Sub-Grantee.**
  - A. The Sub-Grantee acknowledges that the Grantee’s plans for development of the Grantee’s adjacent properties for recreational purposes is speculative, unfunded, and without an established timeline. Accordingly, the Grantee does not have need for a road to be constructed for the foreseeable future. At the time that Grantee obtains and allocates adequate funding for the construction of the PTA Road to the Grantee Standard, the Sub-Grantee shall cooperate with the Grantee in the design of the PTA Road to the Grantee Standard, and pay for 50% of the cost for design, materials, and construction.
  
  - B. Pursuant to Section 29.b. of the Easement, if, for its own use and enjoyment of the PTA, Sub-Grantee requires the PTA Road to be upgraded to a higher weight standard than that required by the Grantee, the Sub-Grantee shall cooperate with the Grantee in the design of the PTA Road to the weight standard required by the Sub-Grantee. The Sub-Grantee shall pay for the full cost of the design and construction that is in excess of the cost for the design and installation of a road that meets the Grantee’s needs (the “Cost Differential”).
  
3. **Calculation and Payment of the Cost Differential.**
  - A. To determine the Cost Differential, the Grantee shall prepare its solicitation for bids or proposals to require bids or proposals that provide the cost for the design and construction of the two types of roads. The Cost Differential shall be the full amount that is calculated by subtracting the cost for design and construction of the PTA Road to the Grantee Standard from the cost for the design and construction of the PTA Road to the Sub-Grantee Standard.
  
  - B. Following completion of the Grantee’s solicitation process, the Sub-Grantee shall remit payment to the Grantee for the Sub-Grantee’s 50% share for design and construction of the PTA Road to the Grantee Standard, plus the full amount of the Cost Differential.
    - i. These amounts will be based on the amount(s) of the accepted bid(s) from the solicitation process.

- ii. The Grantee will send an invoice to the Sub-Grantee for these amounts, which the Sub-Grantee must pay in full within 30 days of receipt of the invoice.
  - iii. Upon final reconciliation of the construction project following completion of the construction of the PTA Road:
    - a. If the actual final cost of the project exceeds the amount already paid by the Sub-Grantee, the excess amount will be retained by the Grantee to be applied against the Sub-Grantee's future share of operation and maintenance costs.
    - b. If Sub-Grantee's share of the actual final cost of the project is less than the amount already paid by the Sub-Grantee, the Grantee shall invoice the Sub-Grantee for the balance owed. The Grantee will send an invoice to the Sub-Grantee for this amount, which the Sub-Grantee must pay in full within 30 days of receipt of the invoice.
4. **Planning for Construction**. Upon execution of this Agreement, the Grantee and the Sub-Grantee will meet and confer regarding the Sub-Grantee's needs related to the standard for the PTA Road, and to discuss a proposed construction schedule based on available County funding for such construction of the PTA Road. The Sub-Grantee acknowledges that funding from the Grantee might not be immediately available for design or construction. Until such time that the PTA Road is complete, the Grantee will allow Sub-Grantee access to the PTA over and across existing road infrastructure on Parcel C or adjacent property owned by Grantee. The route(s) for such access will be at the direction of the Grantee based on property conditions.
5. **Operations and Maintenance of the Park Road**. The Grantee and Sub-Grantee agree to the following terms and conditions for the operations and maintenance of the Park Road:
- A. *Park Road*. Upon completion of the PTA Road extended from the AHATS Road, the two roads will collectively be the "Park Road" as depicted in Exhibit B of the Easement.
  - B. *Maintenance*. As set forth in Section 29.b. of the Easement, the Grantee is responsible for performing such maintenance of the Park Road, including but not limited to painting, signage, crack seal, overlay, and snow removal.
    - i. Because the Sub-Grantee will have greater use of the Park Road for the foreseeable future, the Sub-Grantee shall contribute to these costs of maintenance according to the standard established by the Grantee in its policy or practice related to maintaining private roads.
    - ii. Payment for the Sub-Grantee's share of these costs shall follow the same process set forth in Section 3.B. of this Agreement.
  - C. *Replacement or Reconstruction (normal wear and tear)*. At such time, in the Grantee's sole discretion, that the Park Road has outlived its useful life and requires replacement or reconstruction, the Grantee shall undertake the design and construction project to replace or reconstruct the Park Road.

- i. If the Park Road is constructed or reconstructed at the Grantee Standard, the Sub-Grantee shall pay for 50% of the actual cost for design and construction. Such payment will follow the process set forth in Section 3.B. of this Agreement.
    - ii. If the Park Road is constructed or reconstructed at the Sub-Grantee Standard, the Sub-Grantee shall pay for 75% of the actual cost for design and construction. Such payment will follow the process set forth in Section 3.B. of this Agreement.
  - D. *Excess Wear and Tear.* As set forth in Section 29.b. of the Easement, if the Grantee, or Sub-Grantee, its successors or assigns are exceeding the limits of the roadway or creating damage in excess of normal wear and tear to the roadway, as mutually agreed by the Grantee and the Sub-Grantee, its successors or assigns, then the Sub-Grantee, its successors and assigns will be responsible for contributing towards the repairs in an amount equal to the usage or damage caused in excess of the normal wear and tear.
  - E. *Reserved.*
- 6. **Sub-Grantee's Successors in Interest.**
  - A. As related to the property interests granted by the Easement, Section 13 of the Easement, which applies equally to the Grantee and the Sub-Grantee, provides as follows:
    - i. The Grantee and the Sub-Grantee are prohibited from transferring or assigning the Easement without the prior written consent of the Grantor; and
    - ii. The Grantee and the Sub-Grantee are prohibited from granting any interest, privilege, or license whatsoever in connection with the Easement; and
    - iii. The provisions and conditions of the Easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the Grantee and the Sub-Grantee.
  - B. As related to the operations and maintenance obligations set forth in this Agreement, provisions and conditions of this Agreement shall extend to and be binding upon and shall inure to the benefit of any such successor in interest of the Sub-Grantee. However, if the Park Road is constructed to the Grantee Standard and is in good condition at the time the successor acquires its interest, if such successor requires a road at a higher standard, the Grantee shall have no financial obligation whatsoever related to any design or reconstruction of the Park Road to meet the successor's requirements.
- 7. **Acknowledgement by Grantee and Sub-Grantee.** The Grantee and the Sub-Grantee each acknowledge that they are each bound by the obligations and benefit from the rights and privileges of the Easement. If there is a term or provision of this Agreement that conflicts with the Easement, the terms and provisions of the Easement shall control.
- 8. **Indemnification by Sub-Grantee.** To the fullest extent allowed by law, the Sub-Grantee shall indemnify and hold harmless the Grantee, its commissioners, elected and appointed officials, agents, employees, and contractors from and against any and all liability, costs, claims for

damages, actions or causes of action arising out of its use of the Park Road pursuant to the Easement and this Agreement.

9. **No Waiver by Grantee.** The terms of this Agreement are not to be construed as, nor operate as, waivers of the Grantee’s statutory or common law immunities or limitations on obligations set forth in this Section and otherwise in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes, Chapter 466; Minnesota Statutes, Chapter 604; and any other applicable law or regulation providing limitations, defenses, or immunities to the Grantee.
10. **Successors and Assigns.** All provisions of this Agreement, including the benefits and burdens, will run with title to Parcel C and will inure to the benefit of, and will be binding upon, the successors and assigns of the parties to this Agreement as fully as upon themselves.
11. **Relationship of the Parties.** Nothing contained in the Easement or in this Agreement shall be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the Grantee and the Sub-Grantee as related to the AHATS Road, the PTA Road, or the Park Road. Neither party is authorized to act as an agent or on behalf of the other party.
12. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney, for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

<i>If to the County:</i>  County of Ramsey ATTN: County Manager 250 Courthouse 15 West Kellogg Boulevard St. Paul, MN 55102  <i>With a copy to:</i>  Ramsey County Parks & Recreation ATTN: Director of Operations—Planning & Development 2015 Van Dyke Street Maplewood, MN 55109	<i>If to Sub-Grantee:</i>  NAME STREET CITY/STATE/ZIP
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13. **Alteration.** Any alteration, variation, or modification of this Agreement will be valid only when reduced to writing and signed by both parties.
14. **Data Practices.** The Sub-Grantee acknowledges that the Grantee, as a political subdivision of

the State of Minnesota, is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy. Any Sub-Grantee data that is provided to the Grantee, or is collected, created, received, maintained, or disseminated for any purpose in the relation to the Easement, this Agreement, or the exercise of the rights and performance of the obligations of the Easement or this Agreement, is governed by these laws, rules, and statutes.

15. **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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the Effective Date first written above.

*[Remainder of the page left blank intentionally; Signature pages follow]*

**GRANTEE SIGNATURE AND ACKNOWLEDGEMENT**

**RAMSEY COUNTY,**  
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



**SUB-GRANTEE SIGNATURE AND ACKNOWLEDGEMENT**

**SUB-GRANTEE NAME,**

a \_\_\_\_\_ [STATE OF REGISTRATION] \_\_\_\_\_ [BUSINESS TYPE]

By: \_\_\_\_\_  
NAME  
TITLE

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ [NAME], the \_\_\_\_\_ [TITLE] of \_\_\_\_\_ [SUB-GRANTEE], a \_\_\_\_\_ [STATE OF REGISTRATION] \_\_\_\_\_ [BUSINESS TYPE], on behalf of the \_\_\_\_\_ [BUSINESS TYPE].

*Notary stamp:*

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