

**CONTRACT AND GRANT OF PERMANENT EASEMENT**

**PROJECT** \_\_\_\_\_ **COUNTY** \_\_\_\_\_ **PARCEL NO.** \_\_\_\_\_

THIS CONTRACT AND GRANT OF PERMANENT EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, entered into by \_\_\_\_\_, hereinafter referred to as the Grantor, and \_\_\_\_\_, hereinafter referred to as the Grantee,

WITNESSETH:

The following grant and the following mutual covenants by and between the parties:

1. For the consideration herein expressed and as complete consideration for the grant of permanent easement, the Grantee agrees to pay the Grantor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money, and Grantor hereby grants to the Grantee, the following:

**PERMANENT DREDGED MATERIAL PLACEMENT EASEMENT.**

A permanent easement and right-of-way in, on, over and across Tract No. W-218 as a dredged material placement site, including the right to borrow, remove, and/or deposit fill, spoil and waste material thereon and erect and remove structures and dikes on the land and to perform any other work necessary and incident to the placement of dredged material, and maintenance of the dredged material placement site, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

which is located over and across the real property hereinafter described as:

Upper Boulanger: An island located in the W2 of Lot 4 Sec. 5 and S2 of Lot 1 Sec. 6 T. 26 N., R. 21. W, fourth principal meridian, Washington County, Minnesota, containing 9.3 acres, more or less.

Lower Boulanger: An island located in Lot 3 Sec. 5, T. 26 N., R. 21 W., fourth principal meridian, Washington County, Minnesota, containing 17.7 acres, more or less.

Said rights are required for use in the construction, operation, and maintenance of a dredged material placement site on the above-described land as provided for by the Law; and

2. The following mutually agreed upon special conditions are made a binding part of this grant of easement:

a. Removal of dredged material from the islands will commence in 1999. The islands will be excavated to an approximate 30-foot depth.

b. Future dredged material placement sites and activities will be coordinated with Grantor, its successors and assigns, as permits are obtained.

Also, the following grant and the following mutual covenants by and between the parties:

1. For the consideration herein expressed and as complete consideration for the grant of temporary easement, the Grantee agrees to pay the Grantor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money, and Grantor hereby grants to the Grantee for a period not to exceed two (2) years from the date of this contract to use and occupy the following described land:

Said grant shall include:

**TEMPORARY WORK/BORROW AREA EASEMENT**

A temporary easement and right-of-way in, on, over and across the land described in Schedule A) for a period not to exceed two (2) years, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a borrow area/work area, including the right to borrow and/or deposit fill, spoil and waste material thereon and move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Lower Pool 2 Dredged Material Placement Site, 9-Foot Navigational Channel, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Said rights are required for use in the construction, operation, and maintenance of a dredged material placement site on the above-described project as provided for by the Law; and

2. The following mutually agreed upon special conditions are made a binding part of this grant of easement:

a. The Grantor would retain ownership of the dredged material.

c. The Grantee will have the temporary right to use an above-ground pipeline to transport dredged material from the river islands to the gravel pit, construct a coffer dam, and place the dredged material in the gravel pit. PAS would own the dredged material.

3. This grant of easement includes the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted by this conveyance. The grant of easement also includes the right to enter upon the above described parcel at any time for the purpose described above.

4. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the Grantee hereunder, and to such other defects, interests, or encumbrances as may be waived in writing by the Grantee.

5. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day and year first above written.

\_\_\_\_\_  
Grantor-

\_\_\_\_\_  
Grantor-

\_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF )  
 ) SS  
COUNTY OF )

Be it remembered that on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ ,  
known to me to be the person(s) who is/are described in, and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

3. This grant of easement includes the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted by

this conveyance. The grant of easement also includes the right to enter upon the above described parcel at any time for the purpose described above.

4. The grant of easement herein contained shall be perpetual so long as said land is required for the aforementioned purposes and shall be subject to existing rights-of-way of any nature whatsoever of record and in use. The Grantor shall not interfere with nor disturb the facilities constructed upon the permanent easement area without the written approval of the Grantee.

5. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the Grantee hereunder, and to such other defects, interests, or encumbrances as may be waived in writing by the Grantee.

6. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day and year first above written.

\_\_\_\_\_  
Grantor-

Grantor-

\_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Be it remembered that on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_,  
\_\_\_\_\_.

known to me to be the person(s) who is/are described in, and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_