

**ENCROACHMENT AGREEMENT
ON METROPOLITAN COUNCIL PROPERTY**

PROPERTY LOCATION

Encroachment Number 2026-01020
City of St. Paul,
Ramsey County

RECITALS

- A. The Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council"), the address of which is 390 North Robert Street, St. Paul, Minnesota 55101, is the owner of the Easement Recorded in Ramsey County, identified by document number T02625371, recorded October 10, 2018 legally described on Exhibit A. ("Council Property" or "Property")
- B. The City of Saint Paul ("Requestor") seeks to encroach on Council real property to install certain improvements or infrastructure (the "Encroachment") consisting of constructing a stream channel, native habitat features on public property south of Lake Phalen in St. Paul. The site improvements will occur within an existing easement and cross over a 72" Council sanitary line. Regrading, stream channel and aggregate path will occur inside of the existing easement and above Council's sanitary line. (the "Work")
- C. The Requestor's Work and the non-exclusive right of ingress and egress on and across Council property shall be located within an area legally described on Exhibit B-1 ("Encroachment Area") and depicted on a sketch as Exhibit B-2.

TERMS AND CONDITIONS

In consideration of the sum of one dollar and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, Council agrees to the Encroachment on Council Property, subject to the terms and conditions stated in this Agreement

1. The Requestor shall have the right to use the Encroachment Area for the development of stream channel, native habitat, and utilities for the City and Requestor shall be solely responsible for the costs to install and maintain any improvements within the Encroachment Area.
2. This Encroachment Area shall only be used as expressly identified in this Agreement and for no other purpose, and shall not be moved, relocated or expanded by Requestor without express written amendment of this Agreement.
3. Before Work may commence in the Encroachment Area, Requester shall:
 - a. Provide a schedule to the Council of work activities.
 - b. Have received final approval of Plans and Specifications by Council.
 - c. Have received all necessary approvals from local jurisdiction(s) in which the Encroachment is situated.
 - d. Have provided Council and Council's Risk Management division with evidence of Requester's self-insurance under Minnesota Statutes.
 - e. Notify Council at least 72 hours in advance of the actual physical commencement of any construction, repair or replacement of any encroaching improvement on Council Property.

Such Notice shall be provided to:

COUNCIL:

Tim Wedin – Assistant Manager, Interceptor Engineering
Metropolitan Council Environmental Services
3565 Kennebec Drive
Eagan, MN 55122
651-602-4571
Timothy.Wedin@metc.state.mn.us

4. Nothing in this Agreement shall be deemed an assumption of responsibility by the Council for any construction, maintenance, replacement or repair of the Requestor's encroaching improvements.

5. Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the act and/or omissions of the other party and the result thereof. The liability of the Requester, its employees, representatives, and agents shall be governed by Minnesota Statutes Chapter 46 et. seq. and other applicable law.
6. Requestor and its/his/her successors and assigns hereby agree that construction and placement of improvements or infrastructure in the Encroachment is granted at the sole discretion of the Council and Requestor shall adhere to the terms and conditions of this Agreement and approved plans and specifications as attached or referenced Exhibit B-2. Further, Requestor, their successors and assigns shall submit any alterations, modifications or amendments to the improvements to Council for Council's prior review and for separate written agreement and consent.
7. Under no circumstances shall Requestor commence construction, either for initial construction or any future reconstruction, relocation or realignment of the improvements until Council has provided to the written acceptance of either amendments or modifications to the original improvement or future plans for reconstruction, relocation or realignment of the original improvements.
8. Requestor and its successors and assigns hereby agree that Council, its employees, agents, contractors and invitees shall have access to Council property on this site at all times.
9. Requestor and its successors and assigns will pay for repair or replacement of any damage to or destruction of the Council's Property, which damage or destruction arises from or is attributable to the Encroachment or Improvements upon or use of the Council Property described in this Agreement.
10. The Encroachment shall not interfere with the Council's use of the Property. Should Council find it necessary to remove or disturb the Encroachment, Council shall provide thirty (30) days written notice to Requestor except in an emergency when the Council may enter the Encroachment Area immediately and provide Owner notice as soon as practical. In either event, all removal, replacement, and relocation of said Improvements shall be paid for by [Requestor] their successors and assigns. In the event the Requestor is unable to or unwilling to remove, replace or relocate the Encroachment, Council may take all such actions as necessary to remove, replace or relocate the Encroachment and shall be reimbursed for the costs incurred for such action. Council shall have no obligation to provide a substitute Encroachment area for relocation.
Such Notice shall be provided to:

Brett Hussong
City of Saint Paul Parks and Recreation

25 West Fourth Street, 400 CHA
Saint Paul, MN 55102
651-266-6240
Brett.hussong@ci.stpaul.mn.us

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assignees.
12. The Requestor shall provide Council with notice when the property is sold. Any new purchaser shall provide Council with their contact information and the parties shall amend this Agreement to reflect the new owner.

Such Notice shall be provided to:

COUNCIL:

Tim Wedin – Assistant Manager, Interceptor Engineering
Metropolitan Council Environmental Services
3565 Kennebec Drive
Eagan, MN 55122
651-602-4571
Timothy.Wedin@metc.state.mn.us

and

Real Estate Office
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

13. This Encroachment Agreement is terminable by the Council at its sole discretion upon providing Requestor, their successor or assign, no less than sixty (60) days written notice to the Owner in the event this Encroachment area is needed exclusively for Council purposes. Nothing in this agreement shall be construed to convey a permanent right or interest in Council's real property.
14. This Agreement shall be recorded with the County Recorder's Office.

REQUESTOR:

City of St. Paul

By: _____

Its: First Assistant Mayor

Date: _____

REQUESTOR:

City of St. Paul

By: _____

Its: Clerk

Date: _____

REQUESTOR:

City of St. Paul

By: _____

Its: Office of Financial Services

Date: _____

REQUESTOR:

City of St. Paul

By: _____

Its: Assistant City Attorney

Date: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, by _____, the
_____ of City of St. Paul, a Minnesota corporation, on its behalf.

Notary Public

Notary stamp

METROPOLITAN COUNCIL

By: _____

Its:

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by its_____, _____ of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.

Notary Public

This instrument drafted by:

Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

Exhibit A – Council Easement Legal Description

(ABSTRACT)

The Northeast Quarter of the southwest Quarter of Section 21, Township 29, Range 22 in Ramsey County Minnesota

AND

Lots Three and four, Block 1, Phalen Shores, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

That part westerly of the railroad right-of-way, Government Lot 2 in Section 22, Township 29, Range 22,

AND

Except the North part of the railway right-of-way,

AND

Except the water works-right-of-way,

AND

Except Phalen Heights Park,

AND

Except streets,

The following; Government Lot 5 and the South 1/2 of the Southeast ¼ of Section 21, Township 29, Range 22.

(TORRENS)

All that part of Government Lot 6, Section 21, Township 29, Range 22 described as follows: Commencing at the intersection of the North line of Maryland Street with the East line of said Section 21; thence South 0 degrees 11 minutes East along said Easterly line of said Section 21' 854.05 feet, thence South 47 degrees 17 minutes West 232.4 feet, thence South 60 degrees 41 minutes West 492 feet, thence South 89 degrees 43 minutes West 300 feet, thence North 62 degrees 59 minutes West 72.7 feet to the intersection of the Easterly line of the St. Paul Water Works Right of Way, thence South 38 degrees 53 minutes East along said Easterly line of Water Works Right of Way 181.57 feet, thence South 21 degrees 02 minutes East 371.13 feet to the North line of Maryland Street, thence East along said North line of Maryland Street 71.49 feet to the place of Beginning, excepting that portion lying between the Easterly line of said Section 21, and the Northern Pacific Railroad Right of Way.

All that part of the Northeast quarter of the Northeast quarter of Section 28, Township 29, Range 22 described as follows: Commencing at a point to the South line of Maryland Street, at an intersection of the Westerly line of the Northern Pacific Rail Road then Southerly along said Westerly line of said Right of Way 957.20 feet, thence West parallel to the South line of Maryland Street 352.8 feet to the Easterly line of the Right of Way on the St. Paul Water Works, thence Northerly along the Easterly line of the said Right of Way of the St. Paul Water Works 1011.19 feet to the South line of Maryland Street, thence East along the South line of Maryland Street 672.53 feet to the place of beginning.

Exhibit B-1 –Encroachment Legal Description

(ABSTRACT)

The Northeast Quarter of the southwest Quarter of Section 21, Township 29, Range 22 in Ramsey County Minnesota

AND

Lots Three and four, Block 1, Phalen Shores, Located in Ramsey County, Minnesota

AND

All of Blocks One through 27, Phalen Park, located in Ramsey County, Minnesota

That part westerly of the railroad right-of-way, Government Lot 2 in Section 22, Township 29, Range 22,

AND

Except the North part of the railway right-of-way,

AND

Except the water works-right-of-way,

AND

Except Phalen Heights Park,

AND

Except streets,

The following; Government Lot 5 and the South 1/2 of the Southeast ¼ of Section 21, Township 29, Range 22.

(TORRENS)

All that part of Government Lot 6, Section 21, Township 29, Range 22 described as follows: Commencing at the intersection of the North line of Maryland Street with the East line of said Section 21; thence South 0 degrees 11 minutes East along said Easterly line of said Section 21' 854.05 feet, thence South 47 degrees 17 minutes West 232.4 feet, thence South 60 degrees 41 minutes West 492 feet, thence South 89 degrees 43 minutes West 300 feet, thence North 62 degrees 59 minutes West 72.7 feet to the intersection of the Easterly line of the St. Paul Water Works Right of Way, thence South 38 degrees 53 minutes East along said Easterly line of Water Works Right of Way 181.57 feet, thence South 21 degrees 02 minutes East 371.13 feet to the North line of Maryland Street, thence East along said North line of Maryland Street 71.49 feet to the place of Beginning, excepting that portion lying between the Easterly line of said Section 21, and the Northern Pacific Railroad Right of Way.

All that part of the Northeast quarter of the Northeast quarter of Section 28, Township 29, Range 22 described as follows: Commencing at a point to the South line of Maryland Street, at an intersection of the Westerly line of the Northern Pacific Rail Road then Southerly along said Westerly line of said Right of Way 957.20 feet, thence West parallel to the South line of Maryland Street 352.8 feet to the Easterly line of the Right of Way on the St. Paul Water Works, thence Northerly along the Easterly line of the said Right of Way of the St. Paul Water Works 1011.19 feet to the South line of Maryland Street, thence East along the South line of Maryland Street 672.53 feet to the place of beginning.

Exhibit B-2 –Sketch Depicting Encroachment Area

