

PUBLIC SIDEWALK EASEMENT

THIS INSTRUMENT is made by Charter School Property II, Inc., a nonprofit corporation under the laws of the State of Minnesota, “**Grantor**”, in favor of the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, “**Grantee**”.

Recitals

- A. Grantor is the fee owner of certain real property located at 215 University Avenue West, St. Paul, Ramsey County, Minnesota 55429, PID No. 362923140144, legally described in Exhibit A.

(the “**Property**”).
- B. Grantor desires to grant to Grantee a Sidewalk easement, according to the terms and conditions contained herein.
- C. The Easement Area is legally described in Exhibit A and depicted in Exhibit B attached hereto.

Terms of Easement

- 1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
- 2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, nonexclusive easement for public sidewalk purposes over, under, across and through the portion of the Property legally described on Exhibit A and depicted on Exhibit B attached hereto (collectively, the “**Easement Area**”).
- 3. Scope of Easement. The perpetual easement for public sidewalk purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair a public sidewalk upon the surface of the portion of the Property located within the described Easement Area. The easement granted herein also includes the right to cause the Easement Area to be improved with a concrete or other paved sidewalk surface, as Grantee may choose from time to time, and to maintain, repair, or replace such surface, as needed in the determination of Grantee, its successors or assigns.
- 4. Reserved Rights. The easement granted herein abuts an existing schoolhouse facility constructed on the Property. The Grantor reserves the right to remove or otherwise disturb the finished sidewalk surface from time to time for the purpose of performing maintenance, repairs, or upgrades to any structure on the Property, provided, however, that, upon completion of any such maintenance, repairs, or upgrades, Grantor will restore the sidewalk surface to substantially its original condition.
- 5. Covenants of Grantor. Grantor covenants that it is well seized in fee of the Property and has good right to sell and convey the same, free of all encumbrances but subject to matters of record. Grantor covenants that the above granted easement is in the quiet and peaceable possession

of Grantee, subject to matters of record. Grantor will warrant and forever defend against all persons lawfully claiming the whole or any part thereof, subject to matters of record.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor and its successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2022.

GRANTOR
CHARTER SCHOOL PROPERTY II, INC.

Dr. Meghan Cavalier, Board Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of November, 2022, by Dr. Meghan Cavalier, the Secretary of Charter School Property II, Inc., a nonprofit corporation, on behalf of the corporation as Grantor.

Notary Public

This instrument drafted by:

Best & Flanagan, LLP (CAK)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402

(612) 349-5640

EXHIBIT A

Legal Description of the Property and the Easement Area

SIDEWALK EASEMENT EXHIBIT **Saint Paul City School – 212 University Ave W** **St. Paul, Ramsey County, Minnesota**

DESCRIPTION

An easement for sidewalk encroachment purposes, over and across the following described property:

The Westerly 1/3 of Lots 4 and 5, Block 30, Robertson and Van Etten's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

The West 1/2 of the East 2/3 of Lots 4 and 5, Block 30, Robertson and Van Etten's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

The Easterly 1/3 of Lots 4 and 5, Block 30, Robertson and Van Etten's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 8, Block 4, Magoffin and Breckenridge's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 6 and the East 4 feet of Lot 7, Block 4, Magoffin and Breckenridge's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 5, Block 4, Magoffin and Breckenridge's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 12, and the West 5 feet of Lot 13, in Block 4, Magoffin and Breckenridge's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, except the South 20 feet of said Lot 12 and the South 20 feet of the West 5 feet of Lot 13, in Block 4, Magoffin and Breckenridge's Addition to St. Paul, Ramsey County, Minnesota.

AND

Lots 9, 10 and 11, Block 4, Magoffin and Breckenridge's Addition to St. Paul, except the South 20 feet thereof, according to the recorded plat thereof, Ramsey County, Minnesota.

Lots 1 and 2, except the East 32.5 feet of the West 72.5 feet, Block 30, Robertson and Van Etten's Addition to St. Paul, Ramsey County, Minnesota.

Lot 3, Block 30, Robertson and Van Etten's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

And

The East 32.5 feet of the West 72.5 feet of Lots 1 and 2, Block 30, Robertson and Van Etten's Addition to St. Paul, except the South 20 feet thereof, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 7 except the East 4 feet thereof, Block 4, Magoffin and Breckenridge's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

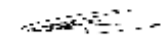
Said easement is described as lying westerly and northerly of the following described line:

Commencing at the northwest corner of the above described property; thence on an assumed bearing of South 00 degrees 12 minutes 44 seconds East along the westerly line of said above described property for 190.00 feet; thence North 89 degrees 47 minutes 16 seconds East for 0.91 feet; thence North 00 degrees 31 minutes 30 seconds West for 163.29 feet; thence North 02 degrees 39 minutes 53 seconds East for 25.00 feet; thence North 77 degrees 54 minutes 17 seconds East for 6.00 feet to a line that is parallel with and lies 0.55 feet southerly of the most northerly line of said above described property; thence easterly along said parallel line to the easterly line of said above described property and said line there terminating.

MINNESOTA CERTIFICATION

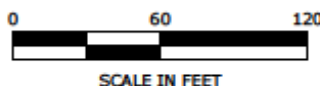
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 13th Day of 2022



Rory L. Synstelen

Minnesota License No. 44565



CivilSite

GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: CJ
Project No. 20218

SHEET 1 OF 2

