

HIGHWAY EASEMENT

C.S. 6282 (94=392) 907
Parcel 60
County of Ramsey

Date: _____

For and in consideration of the sum of _____ Dollars (\$ _____), , City of St. Paul , a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Ramsey County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. All that tract of land consisting of those parts of Lot 9 and 10 of Buel & Mackubin Out Lots in Township 29 North, Range 23 West, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, lying Southerly of Rondo Street and East of Lexington Avenue in the City of St. Paul; excepting therefrom the Westerly 113 feet of the Northerly 110 feet thereof, as said streets and avenue have been laid out, widened and as they are now in the City of St. Paul; also excepting therefrom the right of way of Lexington Avenue and Concordia Avenue as now located and established; the title thereto being registered as evidenced by Certificate of Title No. 512393;

which lies northwesterly of the following described line: Beginning at a point on the north line of Tract A hereinbefore described, distant 15 feet easterly of the northwest corner thereof; thence southwesterly to a point on the west line of said Tract A, distant 13 feet southerly of said northwest corner and there terminating;

also a right to use the following described strip for highway purposes, which right shall cease on December 1, 2021, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, adjoining and southeasterly of the above described strip, which lies within a distance of 5 feet southeasterly of said strip and its extensions.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

CITY OF ST. PAUL

By _____

Its _____

And _____

Its _____

