

**DRAINAGE EASEMENT
AND
TEMPORARY EASEMENT**

C.S. 6280 (35E=390) 906
Parcel 505A
County of Ramsey

Date: _____

For and in consideration of the sum of Ten thousand four hundred and 00/100---Dollars (\$10,400.00), Board of Water Commissioners of the City of Saint Paul, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, a drainage easement in perpetuity for the construction and maintenance of a drainage system, together with the right to improve the same, free and clear of all encumbrances, and a temporary easement on the following described premises in Ramsey County, Minnesota:

All of the following:

An easement in perpetuity for drainage purposes over that part of the East Half of the Southeast Quarter of Section 6, Township 29 North, Range 22 West, shown as Parcel 505A on Minnesota Department of Transportation Right of Way Plat Numbered 62-73 as the same is on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

containing 5719 square feet, more or less, of which 2523 square feet is encumbered by an existing road easement;

together with other rights as set forth below, forming and being part of said Parcel 505A:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 505A by the temporary easement symbol, said easement shall cease on December 1, 2019, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above described premises and has the lawful right and authority to convey and grant the easements herein granted.

Grantee shall have the right of ingress to and egress from the hereinbefore described property for the purpose of maintaining and repairing said drainage system.

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 the drainage easement and temporary easement and for their use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the drainage easement and temporary 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.

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Matt Anfang, President

By _____
Mollie Gagnelius, Secretary

Approved as to form:

By _____
Assistant City Attorney

By _____
Todd Hurley, Director
Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Matt Anfang, President, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Mollie Gagnelius, Secretary, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Todd Hurley, Director, Office of Financial Services, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

This instrument was drafted by:
State of Minnesota, Department of
Transportation, Metro Right of Way,
1500 W. County Road B2
Roseville, MN 55113