

## Criteria for Drainage Easement Rights

A drainage easement shall be retained on, over, under and across the vacated area on behalf of the City of Saint Paul, Department of Public Works to reserve the right of the City to maintain and operate any sewer in or upon said easement and to enter upon said easement or any portion thereof at any time and from time to time, for the purposes of future construction, reconstruction, inspection, maintenance, or repair of the same or, any part thereof. Said drainage easement shall be subject to the following conditions:

a. No buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to existing facilities for maintenance purposes will be permitted within the easement area.

b. Improvements, in or upon the above-described easement, that do not prohibit the City from exercising its reserved rights may be allowed by obtaining written permission from the Department of Public Works Sewer Division with the understanding that the restoration and costs of such improvements shall be the sole responsibility of the petitioner, its successors and assigns in the event the City exercises its reserved easement rights.

c. Should it be necessary that the petitioner's works or improvements be removed or damaged as a result of the Department of Public Works operations, all removal, replacement or modification costs shall be borne solely by the petitioner.

d. No change from the existing grade within the easement area shall be permitted without written permission from the Department of Public Works Sewer Division.

e. No change in surfacing within the easement area shall be permitted without written permission from the Department of Public Works Sewer Division.

f. The petitioner, its successors and assigns shall fully indemnify, defend, and save harmless the City of Saint Paul, its officers, agents, employees, and servants from all suits, actions, or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe or connection in said reserved easement arising out of or resulting from any action or negligence of the petitioner, its employees, agents, or business invitees.