

#530608

12-17-68

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GRANT OF UTILITY EASEMENT.

WHEREAS, William L. Klos and Mildred Klos, his wife, and Joseph M. Klos and Lucetta G. Klos, his wife, hereinafter designated as parties of the first part, are the owners in fee simple of a part of Lot nine (9), Block eight (8), Hudson Road Gardens, according to the plat thereof on file and of record in the office of the Register of Deeds in and for the County of Ramsey and State of Minnesota; and

WHEREAS, The parties of the first part desire to grant unto the City of Saint Paul, a municipal corporation of the State of Minnesota, hereinafter designated as party of the second part, and unto the Board of Water Commissioners of the City of Saint Paul, hereinafter designated as party of the third part, a certain utility easement as set forth more particularly hereinafter; now, therefore, THIS INDENTURE, Made this 10th day of December, 1968, between the said parties of the first part and second part and third part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to them in hand paid by the said parties of the second part and third part, the receipt and sufficiency whereof is hereby acknowledged, do hereby grant unto the said parties of the second part and third part, a permanent utility easement in, on, under, across and through the following described land situate in the County of Ramsey, State of Minnesota:

The South thirty (30) feet of Lot nine (9), Block eight (8), Hudson Road Gardens; except that part which lies southerly of a line run parallel with and distant thirty-five (35) feet northerly of the following described line: From a point on the east line of Section 35, Township 29 North, Range 22 West, distant 577.1 feet north of the southeast corner

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thereof, run northwesterly at an angle of 79 degrees 19 minutes with the said East Section line for 1360.1 feet; thence deflect to the left at an angle of 1 degree 52 minutes 50 seconds for 749.59 feet; thence deflect to the right at an angle of 90 degrees, 00 minutes for 123 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 57 degrees 54 minutes 04 seconds for 436.33 feet; thence deflect to the left on a 16 degree 00 minute curve (delta angle 67 degrees 45 minutes) for 423.44 feet; thence on tangent to said curve for 156.1 feet; thence deflect to the right on a 12 degree 00 minute curve (delta angle 54 degrees 41 minutes) for 455.69 feet and there terminating, all lying within the City of Saint Paul, Ramsey County, Minnesota.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals on the day and year first above written.

In Presence of:
[Signature]
[Signature]

[Signature]
William L. Klos
[Signature]
Mildred Klos

[Signature]
[Signature]

[Signature]
Joseph M. Klos
[Signature]
Lucetta G. Klos

STATE OF MINNESOTA
COUNTY OF Ramsey } ss.

On this 16th day of Dec, 1968, before me, a notary public within and for said County, personally appeared William L. Klos and Mildred Klos, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public Ramsey Co., Minn.
My commission expires _____

RICHARD N. PEARSON
Notary Public, Ramsey County, Minn.
My Commission Expires Apr. 26, 1979

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12-26-68

AGREEMENT

THIS INDENTURE, made this 10 day of Dec., 1968
by and between William L. Klos and Mildred Klos, his wife, and Joseph M. Klos,
and Lucetta G. Klos, his wife, hereinafter designated as "Owners", and the
Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal
corporation, hereinafter designated as "Board".

WITNESSETH:

WHEREAS, The Board, during all the times herein mentioned, did
and now does manage, control and operate, pursuant to the Home Rule Charter of
the City of Saint Paul, its waterworks and public water supply system primarily
for the purpose of furnishing an adequate supply of water for industrial,
commercial and domestic purposes to residents of the City of Saint Paul within
its corporate limits; and

WHEREAS, The Owners own the land situated within the corporate
limits of the City of Saint Paul and described in Section 2 hereinafter, and
have made application to the Board for water supply service to be afforded
from the City of Saint Paul public water supply system to the above-named
premises, according to rates of charges payable therefor by the Owners, their
successors or assigns, to the Board as the same shall be established from time
to time by the Board.

NOW, THEREFORE, In consideration of the mutual covenants herein
contained, the parties, for themselves, their successors and assigns, do
hereby mutually agree as follows:

1. The Owners do hereby convey and grant to the City of Saint
Paul a perpetual thirty (30) foot wide utility easement in, under, through and
over and across the following described land, the easement being more fully
described as follows:

The South 30 feet of Lot 9, Block 8, Hudson Road Gardens,
except that part which lies southerly of a line running
parallel with and distant Thirty-five (35) feet northerly
of the following described line: From a point on the

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East line of Section 35, Township 29, North, Range 22 West, distant 577.1 feet North of the Southeast corner thereof, run Northwesterly at an angle of $79^{\circ}19'$ with the said East Section line for 1360.1 feet; thence deflect to the left at an angle of $1^{\circ}52'50''$ for 749.59 feet; thence deflect to the right at an angle of $90^{\circ}00'$ for 123 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of $57^{\circ}56'04''$ for 436.33 feet; thence deflect to the left on a $16^{\circ}00'$ curve (delta angle $67^{\circ}45'$) for 423.44 feet; thence on tangent to said curve for 156.1 feet; thence deflect to the right on a $12^{\circ}00'$ curve (delta angle $54^{\circ}41'$) for 455.69 feet and there terminating, all lying within the City of Saint Paul, Ramsey County, Minnesota.

2. The Board does hereby grant permission to the Owners to construct, maintain, operate and repair the private water main necessary for furnishing of water service to the following described real property subject to the terms and conditions contained herein:

Lots 8, 9 and the Westerly 100 feet of Lot 4 and 5, Block 8, Hudson Road Gardens; except that part of said lots which lies southerly of a line running parallel with and thirty-five (35) feet northerly of the following described line: From a point on the East line of Section 35, Township 29, North Range 22 West, distant 577.1 feet North of the Southeast corner thereof, run Northwesterly at an angle of $79^{\circ}19'$ with the said East Section line for 1360.1 feet; thence deflect to the left at an angle of $1^{\circ}52'50''$ for 749.59 feet; thence deflect to the right at an angle of $90^{\circ}00'$ for 123 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of $57^{\circ}56'04''$ for 436.33 feet; thence deflect to the left on a $16^{\circ}00'$ curve (delta angle $67^{\circ}45'$) for 423.44 feet; thence on tangent to said curve for 156.1 feet; thence deflect to the right on a $12^{\circ}00'$ curve (delta angle $54^{\circ}41'$) for 455.69 feet and there terminating, all lying within the City of Saint Paul, Ramsey County, Minnesota.

3. The Owners shall construct the private water main at their sole cost and expense, in strict accordance with approved plans and specifications on file with the Board, under the supervision and to the approval of the Board and within the easement described in Section 1 and located as shown on Exhibit "A", which Exhibit "A" is attached hereto and made a part of this agreement. All service connections from the private main shall be constructed by the Owners at their sole cost and expense, in strict accord with plans and specifications approved and on file with the Board and under supervision and approval of the Board.

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4. All necessary maintenance, repairs, operation and/or replacement of the main and service connections shall be borne by the Owners at their sole cost and expense, in strict accord with plans and specifications approved and on file with the Board and subject to the approval by the Board.

5. The Board, at the request of the Owners, or in case of default of the Owners in relation to the construction, reconstruction, maintenance, repair or operation of said private main, may enter upon said easement and construct, reconstruct, maintain, repair or operate said private main for the aforesaid purposes of the same and all reasonable cost and expense thus incurred by the Board shall be chargeable by the Board to the Owners and shall become due and payable upon presentation of a proper invoice therefor; and if such charges are not paid when due, they shall become and constitute a lien upon the real property served. In the event of non-payment, the Board reserves the right to deny service.

R/E

6. The Board agrees to supply water service to the real property described in Section 2 as the same have been or shall be developed for commercial purposes, subject to and in accordance with applicable rates of charges, rules and regulations as they are or shall be established from time to time by the Board and the City of Saint Paul. It is understood and agreed, however, that the Board undertakes to supply such water supply only in case the pressure in its mains is sufficient to enable it so to do, and the Board assumes no responsibility for failure to supply water resulting from acts or conditions beyond its control.

7. It is agreed by and between the parties hereto that this agreement shall be subject to water service rates, rules and regulations germane to the subject of this agreement now in force and hereinafter prescribed and promulgated by the Board or by the City Council of the City of Saint Paul, and further that there shall be and hereby is reserved to

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the Board and to the Council of the City of Saint Paul the right to change revise, alter, and amend such rates, rules and regulations as their discretion shall direct to the end that such rates, rules and regulations shall be reasonable.

8. No extension of the private water main shall be made without the prior written consent of the Board. All necessary service connection taps from the private water main shall be installed by the Board upon due application therefor on a form supplied by the Board and shall be installed by the Board at the cost and expense of the party requesting the same.

9. The Board reserves the right to shut off the water service when necessary for the extension, replacement, repair or cleaning of the private water main or apparatus appurtenant thereto, and the Board shall not be held liable for any damage occasioned thereby.

10. The Board shall construct a water main extending from the public water main in Luella Street abutting the above described easement and to the said private water main. The Owners shall pay all costs incurred by the Board for the construction and installation of the said water main extension.

11. This agreement shall be binding upon the Owners, their successors and assigns. The Owners shall not assign their rights and obligations hereunder without first obtaining the written consent of the Board, which consent shall not be unreasonably withheld by the Board. In the event that the Owners desire to transfer their title to all or a portion of the premises described in Section 2 hereof, it is expressly understood and agreed that the Owners and Transferee shall enter into an agreement by which the Transferee shall agree to pay all or a proportionate share of the cost of maintenance and replacement of the main; and further agrees to assume all or a proportionate share of the responsibility and liability arising out of the operation, maintenance, use and repair of the main or service pipe.

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THE BOARD HAS TO BE APPROVED BY THE CITY OF SAINT PAUL TO BE RECORDED

The agreement shall be in such form as to be subject to recording with the Registrar of Deeds or the Registrar of Titles, the form shall be subject to the approval of the Board, and the Board shall be provided with an executed copy of the agreement.

12. That the Owners, in consideration of their being supplied water by the Board, upon the terms and conditions herein outlined, shall comply strictly with all of the rules and regulations of the Board, and pay or cause to be paid unto the Board therefor according to all applicable rates and charges prescribed and promulgated therefor by the Board now in existence or as may be modified or amended, which are hereby incorporated herein by reference. The Board reserves the right to shut off the water supply for non-payment of applicable water charges, and it is expressly agreed that such unpaid water charges and costs incurred by the Board pursuant to this agreement shall be and constitute a lien upon the real estate served pursuant to this agreement.

13. The Owners, their successors and assigns, shall fully indemnify, defend and save harmless the City of Saint Paul and the Board, their officers, agents, employees and servants from all suits, actions or claims which shall arise from any injuries caused by any break or leak in any service pipe, main or connection that may occur from the furnishing of a supply of water by the Board to the Owners, their tenants, successors and assigns or other person, firms or corporations served and to be served by this private water main; and that the Owners, their successors and assigns, shall save harmless and defend the Board against any claim, action or lawsuit brought against the Board in connection with or as a result of the furnishing of such supply of water, by the Board, to the Owners, or other persons, firms or corporations served on said premises by such private water main.

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IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals on the day and year first above written.

In Presence of

Richard H. Pearson

William L. Klos
William L. Klos

Mildred Klos

Mildred Klos
Mildred Klos

Joseph M. Klos

Joseph M. Klos
Joseph M. Klos

Lucetta G. Klos

Lucetta G. Klos
Lucetta G. Klos

STATE OF MINNESOTA)
COUNTY OF Lincoln)

On this 6th day of Dec, 1968 before me, a notary public within and for said County, personally appeared William L. Klos, and Mildred Klos, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

RICHARD H. PEARSON
Notary Public, Ramsey County, Minn.
My Commission Expires Dec 20, 1972

Richard H. Pearson
Notary Public, Pearson Co., Minn.
My commission expires _____

STATE OF MINNESOTA)
COUNTY OF Henri) ss.

On this 10 day of Dec, 1968, before me, a notary public within and for said County, personally appeared Joseph M. Klos and Lucetta G. Klos, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Richard H. Pearson
Notary Public, Pearson Co., Minn.
My commission expires _____

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Richard H. Pearson
Notary Public, Pearson Co., Minn.
My commission expires Dec 20, 1972

IN WITNESS WHEREOF, THE SIGNED BOARD PRESIDENT AND

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

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In Presence Of:

Henry M. Steele

[Signature]
BY
President

William A. Parkyn

[Signature]
Secretary

Approved:

[Signature]
General Manager, Water Department

Countersigned:

[Signature]
City Comptroller

Form Approved:

[Signature]

Approved as to form and execution
this 26 day of Dec., 1968

[Signature]
Assistant Corporation Counsel

DECEMBER 26, 1968

NOTED BY [Signature]
12-26-68
[Signature]

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LUELLIA ST.

ST.

1555'-8" EX. STRENGTH V.C.P.

3" 64s

EXISTING MH.
CONSTRUCT OUTSIDE DROP

HUDSON

ROAD

GARDENS

PORTION WITHIN STREET
RIGHT-OF-WAY TO BE
INSTALLED BY WATER DEPT.

290'-8" EX. STRENGTH V.C.P.

305'-4" C.I. WATERMAIN

1.05 Line

0+60

Design Type 1 Manhole

1+20

Easement

1+80

Design Type 1 Manhole

2+40

APPROX. HIGHWAY
RIGHT OF WAY

1" BLOW-OFF
INTO MANHOLE

EXHIBIT "A"

