

DECLARATION OF RIGHT-OF-WAY EASEMENT

THIS DECLARATION OF RIGHT-OF-WAY EASEMENT (“Declaration”) is made effective this ____ day of _____, 2022, by the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (the “City”).

WHEREAS, the City’s department of Public Works (“Public Works”) is commencing with a major street and bridge project consisting of reconstructing the eastbound lanes of Kellogg Boulevard in Downtown Saint Paul adjacent to the RiverCentre parking ramp, the Science Museum of Minnesota parking ramp, and other city-owned land above and below the river bluff in the general vicinity; and

WHEREAS, in order to construct the street and bridge improvements as planned, Public Works requires the addition of two small segments of perpetual right-of-way along Exchange Street immediately below Kellogg Boulevard, and has prepared a depiction and legal description of said required right-of-way, as provided in Exhibit A attached hereto (the “Easement Areas”); and

WHEREAS, the City possesses underlying fee title ownership of the land required for the Easement Areas, as evidenced in Certificate of Title Number 624260, and does not waive any other rights it may possess in connection with the use of said city-owned land; and

WHEREAS, the City, based upon review and recommendation by Public Works and the Office of Financial Services Real Estate Section, desires to designate and declare the Easement Areas as right-of-way;

NOW, THEREFORE, in consideration of the foregoing recitals, the City hereby declares, consents and grants to the public a perpetual right-of-way easement over, under, and across the Easement Area; and

The City covenants that it is the owner of said Easement Area and has the right to declare an easement in the manner and form aforesaid.

This Declaration and the covenants and agreements contained herein are binding upon the City, its personal representatives, heirs, successors and assigns forever, except to the extent that the right-of-way established by this Declaration may be released by its City Council.

[Signature pages follow on next page.]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

CITY OF SAINT PAUL, a Minnesota
municipal corporation

Assistant City Attorney
Approved as to Form

By: _____
Its: Director of Financial Services

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared John McCarthy, known to me to be the Director of Financial Services for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this ____ day of _____, 2022.

Notary Public - Signature

Notary Public - Printed

My Commission Expires: _____ My County of Residence: _____

[First Signature Page to Declaration]

By: _____
Its: City Clerk

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared Shari Moore, known to me to be the City Clerk for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this ____ day of _____, 2022.

Notary Public - Signature

Notary Public – Printed

My Commission Expires: _____ My County of Residence: _____

[Second Signature Page to Declaration]

By: _____
Its: Deputy Mayor

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared Jamie Tincher, known to me to be the Deputy Mayor for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this _____ day of _____, 2022.

Notary Public – Signature

Notary Public – Printed

My Commission Expires: _____ My County of Residence: _____

[Third Signature Page to Declaration]

This instrument was drafted by and the recorded document should be returned to:

Office of Financial Services – Real Estate Section
City of Saint Paul
25 W. 4th St., Rm. 1000
Saint Paul, MN 55102
651-266-8860

Exhibit A
Perpetual Right-of-Way Easement – Legal Description

A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 1, Block 2, KELLOGG CENTER, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Easement "A"

Beginning at the northwest corner of said Lot 1; thence along northerly line of said Lot 1, easterly 43.80 feet along a curve concave to the southeast, said curve has a radius of 370.00 feet, a central angle of 6 degrees 46 minutes 57 seconds, the chord of said curve bears North 54 degrees 17 minutes 18 seconds East; thence South 45 degrees 32 minutes 13 seconds West, a distance of 23.28 feet; thence South 39 degrees 51 minutes 47 seconds West, a distance of 18.70 feet; thence South 03 degrees 02 minutes 13 seconds West, a distance of 4.00 feet; thence South 19 degrees 38 minutes 29 seconds East, a distance of 11.12 feet to the westerly line of said Lot 1; thence along said westerly line of Lot 1, North 28 degrees 06 minutes 26 seconds West, a distance of 22.20 feet to the point of beginning.

AND

Easement "B"

Commencing at the northwest corner of said Lot 1; thence along northerly line of said Lot 1, easterly 189.56 feet along a curve concave to the southeast, said curve has a radius of 370.00 feet, a central angle of 29 degrees 21 minutes 12 seconds, the chord of said curve bears North 65 degrees 34 minutes 26 seconds East; thence along said northerly line of said Lot 1, easterly 3.29 feet along a tangential curve concave to the southeast, said curve has a radius of 770.00 feet, central angle of 00 degrees 14 minutes 42 seconds to the point of beginning of the land to be described; thence along said northerly line of said Lot 1, easterly 38.90 feet along a curve concave to the southeast, a continuation of the previously described curve, said curve has a radius of 770.00.00 feet, a central angle of 02 degrees 53 minutes 40 seconds, the chord of said curve bears North 81 degrees 56 minutes 34 seconds East; thence along said northerly line of said Lot 1, easterly 114.77 feet along a curve concave to the northeast, not tangent with the last described line, said curve has a radius of 880.00 feet, a central angle of 07 degrees 28 minutes 21 seconds, the chord of said curve bears South 76 degrees 56 minutes 28 seconds East; thence South 07 degrees 51 minutes 50 seconds West, a distance of 0.38 feet; thence North 82 degrees 18 minutes 43 seconds West, a distance of 97.61 feet; thence North 78 degrees 26 minutes 12 seconds West, a distance of 12.33 feet; thence North 82 degrees 15 minutes 54 seconds West, a distance of 16.28 feet; thence westerly 25.27 feet along a curve concave to the south, not tangent with the last described line, said curve has a radius of 214.60 feet, a central angle

of 06 degrees 44 minutes 53 seconds, the chord of said curve bears North 89 degrees 17 minutes 51 seconds West; thence North 00 degrees 16 minutes 54 seconds East, a distance of 2.81 feet to said northerly line of said Lot 1 and to the point of beginning.

Easement "A" containing 209.46 square feet or 0.005 acres, more or less.

Easement "B" containing 730.73 square feet or 0.017 acres, more or less.

For the purposes of the survey the westerly line of Lot 1, Block 2 is assigned an assumed bearing of North 28° 06' 26" West

Exhibit A

Perpetual Right-of-Way Easement – Depiction

K:\Jobs\2022\Kellogg RiverCentre Bridge – Easement\Kellogg River Center-Permanent Easement exhibit-2022_0330.dwg Apr 22, 2022 – 7:17am

