

**DEDICATION OF EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

This DEDICATION OF EASEMENT is made this 5th day of May, 2021, by **Zeev Vlodaver and Dalia Vlodaver**, as joint tenants (“Grantor”), to the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in the County of Ramsey, State of Minnesota, whose address is 6 Edgumbe Place (the “Premises”);

WHEREAS, Grantee proposes to make roadway and other public improvements within the existing right-of-way within Edgumbe Place Addition (the “Project”); and

WHEREAS, Grantor desires to grant a right-of-way easement in favor of Grantee over a portion of the Premises, and Grantee desires to obtain additional right-of-way easement for the Project, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor agrees as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, the following:
 - a. A non-exclusive perpetual right-of-way easement on, over, under and across that portion of the Premises legally described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement Property”), for the purpose of construction, reconstruction, inspection, operation, maintenance and repair of public city right-of-way.
 - b. The right to enter upon the Easement Property at any and all times in order to accomplish the above stated purposes.

2. Good Right to Grant and Convey Easement. Grantor, its successors and assigns, does covenant with Grantee, its successors and assigns, that it is the fee owner of the Premises and has good right to grant and convey the easement herein to the Grantee subject to easements and encumbrances of record as of the date hereof.

3. Restrictions and Requirements on Grantor. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor shall not allow construction or installation of buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to city right-of-way for the above stated purposes within the Easement Property.
 - b. Grantor shall cause no change from the existing grade or change in surfacing within the Easement Property without prior written permission from the City of Saint Paul Department of Public Works (“Public Works”).
 - c. Any improvements in or upon the Easement Property that do not prohibit Grantee from exercising its rights under this easement may be allowed by obtaining prior written permission from Public Works. In the event Grantee exercises its rights under this easement, it shall adhere to its standard policies to minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements shall be the sole responsibility of Grantor.
 - d. If Grantor constructs or installs any improvements within the Easement Property that do not comply with Section 3 of this Dedication of Easement, and if it is necessary for Grantee to remove or damage any such improvements as a result of Grantee's operations, all removal, replacement or modification costs for such improvements shall be borne solely by Grantor.

4. Indemnification and Release and Waiver of Liability. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor, its successors and assigns shall fully indemnify, defend, and hold

harmless Grantee, its officers, agents, and employees from all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages in connection with the Easement Property, including any actions, omissions, or negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property, and any actions, omissions or negligence of the Grantor, its successors and assigns.

- b. Grantor hereby releases and discharges Grantee, its officers, agents, and employees from and against any and all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained to the Easement Property as a result of the Project, and any actions, omissions or negligence of the Grantor, its successors and assigns related to the Easement Property.
 - c. Grantor agrees that the scope of the indemnification and release and waiver of liability contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota.
 - d. For the avoidance of doubt, Grantor's promise to defend, indemnify, hold harmless, release, waive, and discharge includes, but is not limited to, all suits, actions, expenses (including attorneys' fees), demands or claims arising from the execution and performance of Phase 2 of the Griggs-Scheffer Repaving Project as related to the Easement Property.
5. Easement to Run with Land. This Dedication of Easement shall run with the land and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns.
 6. Enforcement of Dedication of Easement. Without limiting the remedies of the parties, this Dedication of Easement may be enforced by proceedings in equity to restrain any violation or compel specific performance.
 7. Dedication of Easement Not Consent. Execution of this Dedication of Easement is not

and must not be construed as consent, agreement or permission by Grantee for any unpermitted encroachment or other property, including buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects now existing, or that may exist in the future, within the Easement Property. Grantor acknowledges that Grantee may order immediate removal of such encroachments and other property at any time.

8. Recitals Incorporated. The Recitals set forth at the beginning of this Dedication of Easement are hereby incorporated by this reference.

EXHIBIT A

Easement Legal Description and Depiction

See **Exhibit A to Edgcumbe Place ROW Easement** attached hereto.

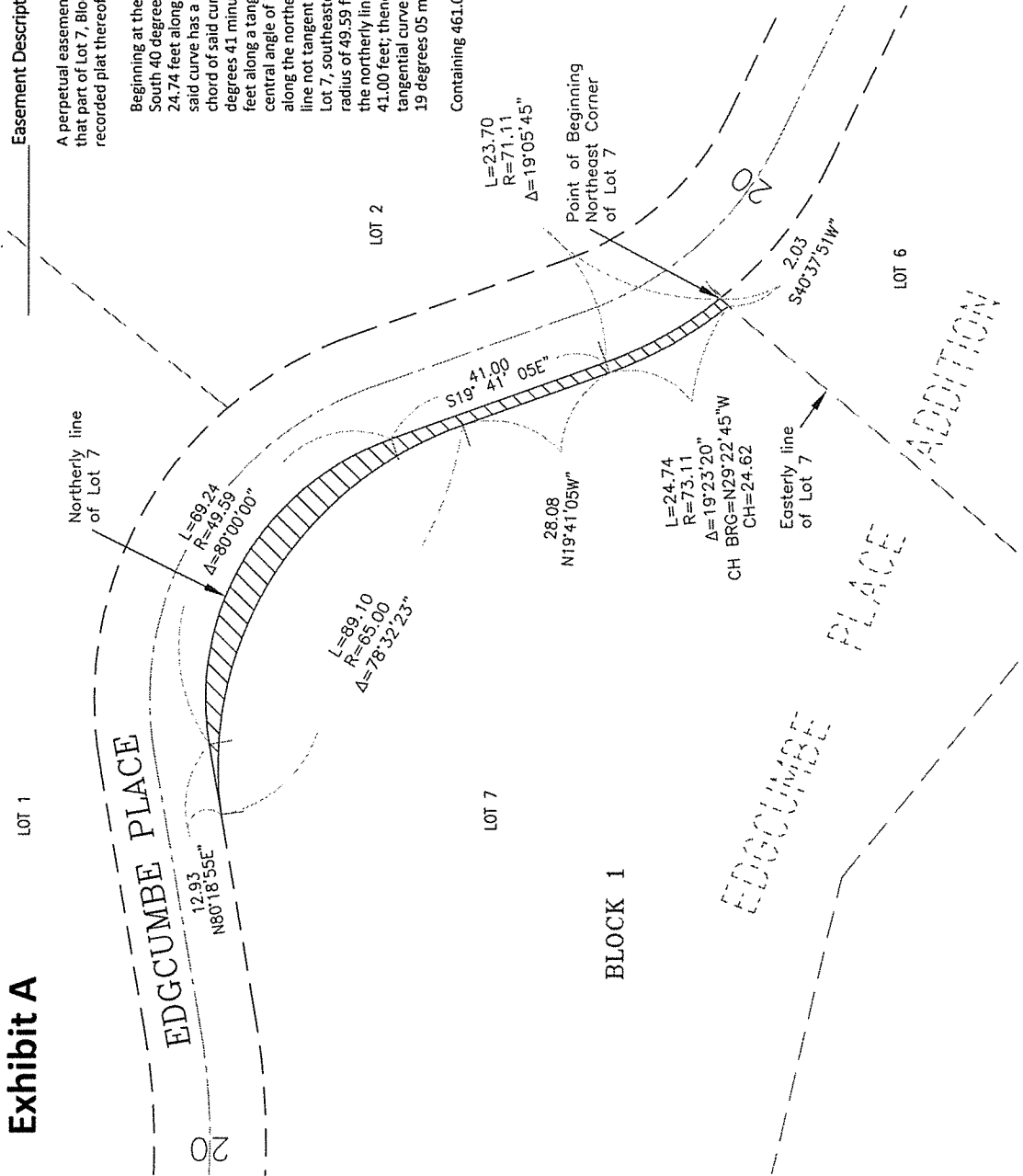
Exhibit A

Easement Description

A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 7, Block 1, EDGCUMBE PLACE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 7; thence along the easterly line of said Lot 7, South 40 degrees 37 minutes 51 seconds West, a distance of 2.03 feet; thence northwesterly 24.74 feet along a curve concave to the northeast, not tangent with the last described line, said curve has a radius of 73.11 feet, central angle of 19 degrees 23 minutes 20 seconds, the chord of said curve bears North 29 degrees 22 minutes 45 seconds West; thence North 19 degrees 41 minutes 05 seconds West, a distance of 28.08 feet; thence northwesterly 89.10 feet along a tangential curve concave to the southwest, having a radius of 65.00 feet and a central angle of 78 degrees 32 minutes 23 seconds to the northerly line of said Lot 7; thence along the northerly line of said Lot 7, North 80 degrees 18 minutes 55 seconds East, along a line not tangent to said curve, a distance of 12.93 feet; thence along the northerly line of said Lot 7, southeasterly 89.24 feet along a tangential curve concave to the southwest, having a radius of 49.59 feet and a central angle of 80 degrees 00 minutes 00 seconds; thence along the northerly line of said Lot 7, South 19 degrees 41 minutes 05 seconds East, a distance of 41.00 feet; thence along the northerly line of said Lot 7, southeasterly 23.70 feet along a tangential curve concave to the northeast, having a radius of 71.11 feet and a central angle of 19 degrees 05 minutes 45 seconds, to the point of beginning.

Containing 461.00 square feet or 0.011 acres, more or less.



CREW
DRAWN
APPROVED

Exhibit Prepared by Public Works Survey
For Office of Financial Services Real Estate Division

EDGCUMBE PLACE RIGHT-OF-WAY EASEMENT

Revision:

DATE: 4/21/2021 SHEET NO. 1 OF 1 SHEETS

**DEDICATION OF EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

This DEDICATION OF EASEMENT is made this 5th day of May, 2021, by **Amy O. Stolpestad**, as Trustee of the Amy O. Stolpestad Revocable Trust Agreement dated November 2, 2017, as amended (“Grantor”), to the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in the County of Ramsey, State of Minnesota, whose address is 1 Edgcombe Place (the “Premises”);

WHEREAS, Grantee proposes to make roadway and other public improvements within the existing right-of-way within Edgcombe Place Addition (the “Project”); and

WHEREAS, Grantor desires to grant a right-of-way easement in favor of Grantee over a portion of the Premises, and Grantee desires to obtain additional right-of-way easement for the Project, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor agrees as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, the following:
 - a. A non-exclusive perpetual right-of-way easement on, over, under and across that portion of the Premises legally described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement Property”), for the purpose of construction, reconstruction, inspection, operation, maintenance and repair of public city right-of-way.
 - b. The right to enter upon the Easement Property at any and all times in order to

accomplish the above stated purposes.

2. Good Right to Grant and Convey Easement. Grantor, its successors and assigns, does covenant with Grantee, its successors and assigns, that it is the fee owner of the Premises and has good right to grant and convey the easement herein to the Grantee subject to easements and encumbrances of record as of the date hereof.

3. Restrictions and Requirements on Grantor. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor shall not allow construction or installation of buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to city right-of-way for the above stated purposes within the Easement Property.
 - b. Grantor shall cause no change from the existing grade or change in surfacing within the Easement Property without prior written permission from the City of Saint Paul Department of Public Works (“Public Works”).
 - c. Any improvements in or upon the Easement Property that do not prohibit Grantee from exercising its rights under this easement may be allowed by obtaining prior written permission from Public Works. In the event Grantee exercises its rights under this easement, it shall adhere to its standard policies to minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements shall be the sole responsibility of Grantor.
 - d. If Grantor constructs or installs any improvements within the Easement Property that do not comply with Section 3 of this Dedication of Easement, and if it is necessary for Grantee to remove or damage any such improvements as a result of Grantee's operations, all removal, replacement or modification costs for such improvements shall be borne solely by Grantor.

4. Indemnification and Release and Waiver of Liability. Grantor hereby declares that it understands and agrees to the following:

- a. Grantor, its successors and assigns shall fully indemnify, defend, and hold harmless Grantee, its officers, agents, and employees from all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages in connection with the Easement Property, including any actions, omissions, or negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property, and any actions, omissions or negligence of the Grantor, its successors and assigns.
 - b. Grantor hereby releases and discharges Grantee, its officers, agents, and employees from and against any and all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained to the Easement Property as a result of the Project, and any actions, omissions or negligence of the Grantor, its successors and assigns related to the Easement Property.
 - c. Grantor agrees that the scope of the indemnification and release and waiver of liability contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota.
 - d. For the avoidance of doubt, Grantor's promise to defend, indemnify, hold harmless, release, waive, and discharge includes, but is not limited to, all suits, actions, expenses (including attorneys' fees), demands or claims arising from the execution and performance of Phase 2 of the Griggs-Scheffer Repaving Project as related to the Easement Property.
5. Easement to Run with Land. This Dedication of Easement shall run with the land and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns.
6. Enforcement of Dedication of Easement. Without limiting the remedies of the parties, this Dedication of Easement may be enforced by proceedings in equity to restrain any violation or compel specific performance.

7. Dedication of Easement Not Consent. Execution of this Dedication of Easement is not and must not be construed as consent, agreement or permission by Grantee for any unpermitted encroachment or other property, including buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects now existing, or that may exist in the future, within the Easement Property. Grantor acknowledges that Grantee may order immediate removal of such encroachments and other property at any time.

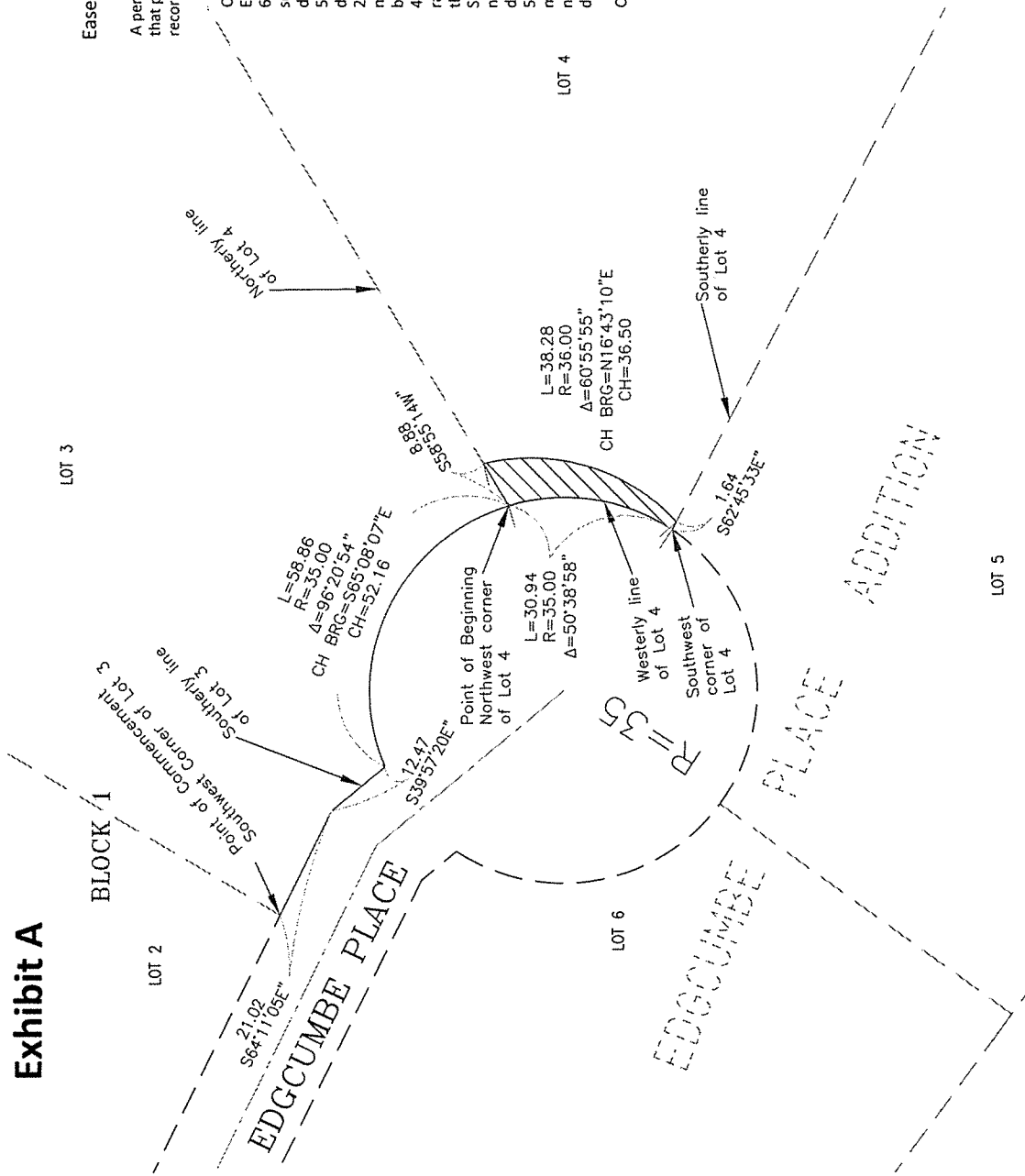
8. Recitals Incorporated. The Recitals set forth at the beginning of this Dedication of Easement are hereby incorporated by this reference.

EXHIBIT A

Easement Legal Description and Depiction

See **Exhibit A to Edgcumbe Place ROW Easement** attached hereto.

Exhibit A



Easement Description

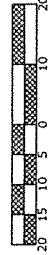
A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 4, Block 1, EDGCUMBE PLACE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southwest corner of Lot 3, Block 1, per the plat of EDGCUMBE PLACE ADDITION; thence along the southerly line of said Lot 3, South 64 degrees 11 minutes 05 seconds East, a distance of 21.02 feet; thence along the southerly line of said Lot 3, South 39 degrees 57 minutes 20 seconds East, a distance of 12.47 feet; thence along the southerly line of said Lot 3, easterly 58.86 feet along a curve concave to the southwest, not tangent with the last described line, said curve has a radius of 35.00 feet, central angle of 96 degrees 20 minutes 54 seconds, the chord of said curve bears South 65 degrees 08 minutes 07 seconds East to the northwest corner of said Lot 4 and the point of beginning of the land to be described; thence along the westerly line of said Lot 4, southerly 30.94 feet along a tangential curve concave to the west, having a radius of 35.00 feet and a central angle of 50 degrees 38 minutes 58 seconds to the southwest corner of said Lot 4; thence along the southerly line of said Lot 4, South 62 degrees 45 minutes 33 seconds East, a distance of 1.64 feet; thence northerly 38.28 feet along a curve concave to the west, not tangent with the last described line, said curve has a radius of 36.00 feet, central angle of 60 degrees 55 minutes 55 seconds, the chord of said curve bears North 16 degrees 43 minutes 10 seconds East to the northerly line of said Lot 4; thence along the northerly line of said Lot 4, South 58 degrees 55 minutes 14 seconds West, a distance of 8.88 to the point of beginning.

Containing 187,056 square feet or 0.004 acres, more or less.



SCALE 1 INCH = 20 FEET



Denotes Easement Area

CREW	DN	Revision:	4/21/2021	SHEET NO.	1	OF	1	SHEETS
DRAWN	DS	EDGCUMBE PLACE RIGHT-OF-WAY EASEMENT						
APPROVED	KK	Exhibit Prepared by Public Works Survey For Office of Financial Services Real Estate Division						

**DEDICATION OF EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

This DEDICATION OF EASEMENT is made this 5th day of May, 2021, by **Erik A. Hagen and Jana Hagen**, husband and wife (“Grantor”), to the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in the County of Ramsey, State of Minnesota, whose address is 3 Edgcumbe Place (the “Premises”);

WHEREAS, Grantee proposes to make roadway and other public improvements within the existing right-of-way within Edgcumbe Place Addition (the “Project”); and

WHEREAS, Grantor desires to grant a right-of-way easement in favor of Grantee over a portion of the Premises, and Grantee desires to obtain additional right-of-way easement for the Project, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor agrees as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, the following:
 - a. A non-exclusive perpetual right-of-way easement on, over, under and across that portion of the Premises legally described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement Property”), for the purpose of construction, reconstruction, inspection, operation, maintenance and repair of public city right-of-way.
 - b. The right to enter upon the Easement Property at any and all times in order to accomplish the above stated purposes.

2. Good Right to Grant and Convey Easement. Grantor, its successors and assigns, does covenant with Grantee, its successors and assigns, that it is the fee owner of the Premises and has good right to grant and convey the easement herein to the Grantee subject to easements and encumbrances of record as of the date hereof.

3. Restrictions and Requirements on Grantor. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor shall not allow construction or installation of buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to city right-of-way for the above stated purposes within the Easement Property.
 - b. Grantor shall cause no change from the existing grade or change in surfacing within the Easement Property without prior written permission from the City of Saint Paul Department of Public Works (“Public Works”).
 - c. Any improvements in or upon the Easement Property that do not prohibit Grantee from exercising its rights under this easement may be allowed by obtaining prior written permission from Public Works. In the event Grantee exercises its rights under this easement, it shall adhere to its standard policies to minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements shall be the sole responsibility of Grantor.
 - d. If Grantor constructs or installs any improvements within the Easement Property that do not comply with Section 3 of this Dedication of Easement, and if it is necessary for Grantee to remove or damage any such improvements as a result of Grantee's operations, all removal, replacement or modification costs for such improvements shall be borne solely by Grantor.

4. Indemnification and Release and Waiver of Liability. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor, its successors and assigns shall fully indemnify, defend, and hold

harmless Grantee, its officers, agents, and employees from all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages in connection with the Easement Property, including any actions, omissions, or negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property, and any actions, omissions or negligence of the Grantor, its successors and assigns.

- b. Grantor hereby releases and discharges Grantee, its officers, agents, and employees from and against any and all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained to the Easement Property as a result of the Project, and any actions, omissions or negligence of the Grantor, its successors and assigns related to the Easement Property.
 - c. Grantor agrees that the scope of the indemnification and release and waiver of liability contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota.
 - d. For the avoidance of doubt, Grantor's promise to defend, indemnify, hold harmless, release, waive, and discharge includes, but is not limited to, all suits, actions, expenses (including attorneys' fees), demands or claims arising from the execution and performance of Phase 2 of the Griggs-Scheffer Repaving Project as related to the Easement Property.
5. Easement to Run with Land. This Dedication of Easement shall run with the land and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns.
6. Enforcement of Dedication of Easement. Without limiting the remedies of the parties, this Dedication of Easement may be enforced by proceedings in equity to restrain any violation or compel specific performance.
7. Dedication of Easement Not Consent. Execution of this Dedication of Easement is not

and must not be construed as consent, agreement or permission by Grantee for any unpermitted encroachment or other property, including buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects now existing, or that may exist in the future, within the Easement Property. Grantor acknowledges that Grantee may order immediate removal of such encroachments and other property at any time.

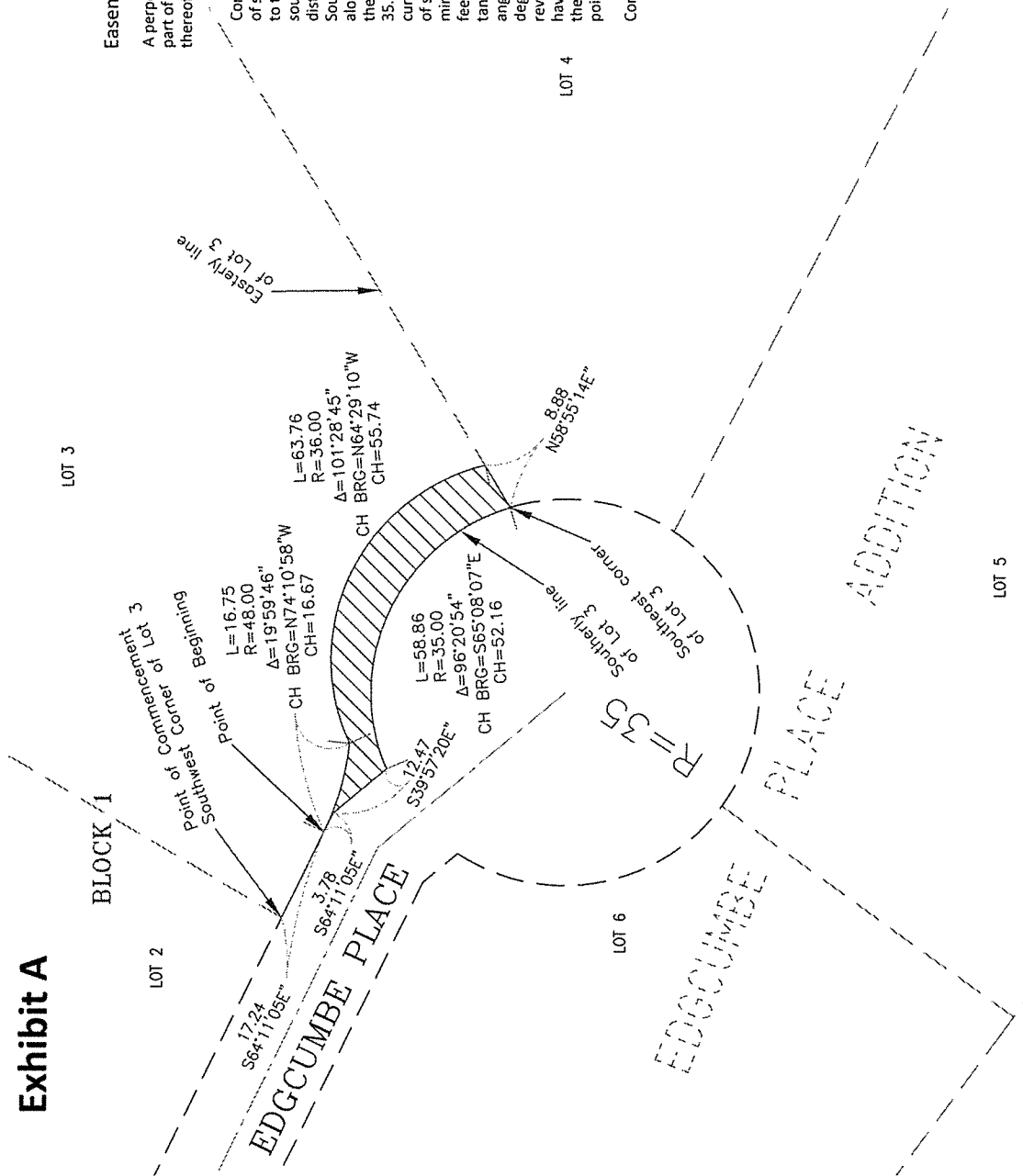
8. Recitals Incorporated. The Recitals set forth at the beginning of this Dedication of Easement are hereby incorporated by this reference.

EXHIBIT A

Easement Legal Description and Depiction

See **Exhibit A to Edgcumbe Place ROW Easement** attached hereto.

Exhibit A



Easement Description

A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 3, Block 1, EDGUMBE PLACE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 3; thence along the southerly line of said Lot 3, South 64 degrees 11 minutes 05 seconds East, a distance of 17.24 feet to the point of beginning of the land to be described; thence continuing along the southerly line of said Lot 3, South 64 degrees 11 minutes 05 seconds East, a distance of 3.78 feet; thence continuing along the southerly line of said Lot 3, South 39 degrees 57 minutes 20 seconds East, a distance of 12.47 feet; thence along the southerly line of said Lot 3, easterly 58.86 feet along a curve concave to the southwest, not tangent with the last described line, said curve has a radius of 35.00 feet, central angle of 96 degrees 20 minutes 54 seconds, the chord of said curve bears South 65 degrees 08 minutes 07 seconds East to the southeast corner of said Lot 3; thence along the easterly line of said Lot 3, North 58 degrees 55 minutes 14 seconds East, along the line not tangent to curve, a distance of 8.88 feet; thence northwesterly 63.76 feet along a curve concave to the southwest, not tangent with the last described line, said curve has a radius of 36.00 feet, a central angle of 101 degrees 28 minutes 45 seconds, the chord of said curve bears North 64 degrees 29 minutes 10 seconds West; thence northwesterly 16.75 feet along a reverse curve not tangent to the last described curve concave to the northeast having a radius of 48.00 feet, central angle of 19 degrees 59 minutes 46 seconds, the chord of said curve bears North 74 degrees 10 minutes 58 seconds West to the point of beginning.

Containing 552.52 square feet or 0.013 acres, more or less.



SCALE 1 INCH = 20 FEET



CREW	DN
DRAWN	DS
APPROVED	KK

Exhibit Prepared by Public Works Survey
For Office of Financial Services Real Estate Division

EDGUMBE PLACE RIGHT-OF-WAY EASEMENT

Revision:

DATE: 4/21/2021 SHEET NO. 1 OF 1 SHEETS

**DEDICATION OF EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

This DEDICATION OF EASEMENT is made this 5th day of May, 2021, by **Thomas J. Meier and Kathleen K. Meier**, as joint tenants (“Grantor”), to the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in the County of Ramsey, State of Minnesota, whose address is 4 Edgumbe Place (the “Premises”);

WHEREAS, Grantee proposes to make roadway and other public improvements within the existing right-of-way within Edgumbe Place Addition (the “Project”); and

WHEREAS, Grantor desires to grant a right-of-way easement in favor of Grantee over a portion of the Premises, and Grantee desires to obtain additional right-of-way easement for the Project, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor agrees as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, the following:
 - a. A non-exclusive perpetual right-of-way easement on, over, under and across that portion of the Premises legally described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement Property”), for the purpose of construction, reconstruction, inspection, operation, maintenance and repair of public city right-of-way.
 - b. The right to enter upon the Easement Property at any and all times in order to accomplish the above stated purposes.

2. Good Right to Grant and Convey Easement. Grantor, its successors and assigns, does covenant with Grantee, its successors and assigns, that it is the fee owner of the Premises and has good right to grant and convey the easement herein to the Grantee subject to easements and encumbrances of record as of the date hereof.

3. Restrictions and Requirements on Grantor. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor shall not allow construction or installation of buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to city right-of-way for the above stated purposes within the Easement Property.
 - b. Grantor shall cause no change from the existing grade or change in surfacing within the Easement Property without prior written permission from the City of Saint Paul Department of Public Works (“Public Works”).
 - c. Any improvements in or upon the Easement Property that do not prohibit Grantee from exercising its rights under this easement may be allowed by obtaining prior written permission from Public Works. In the event Grantee exercises its rights under this easement, it shall adhere to its standard policies to minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements shall be the sole responsibility of Grantor.
 - d. If Grantor constructs or installs any improvements within the Easement Property that do not comply with Section 3 of this Dedication of Easement, and if it is necessary for Grantee to remove or damage any such improvements as a result of Grantee's operations, all removal, replacement or modification costs for such improvements shall be borne solely by Grantor.

4. Indemnification and Release and Waiver of Liability. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor, its successors and assigns shall fully indemnify, defend, and hold

harmless Grantee, its officers, agents, and employees from all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages in connection with the Easement Property, including any actions, omissions, or negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property, and any actions, omissions or negligence of the Grantor, its successors and assigns.

- b. Grantor hereby releases and discharges Grantee, its officers, agents, and employees from and against any and all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained to the Easement Property as a result of the Project, and any actions, omissions or negligence of the Grantor, its successors and assigns related to the Easement Property.
 - c. Grantor agrees that the scope of the indemnification and release and waiver of liability contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota.
 - d. For the avoidance of doubt, Grantor's promise to defend, indemnify, hold harmless, release, waive, and discharge includes, but is not limited to, all suits, actions, expenses (including attorneys' fees), demands or claims arising from the execution and performance of Phase 2 of the Griggs-Scheffer Repaving Project as related to the Easement Property.
5. Easement to Run with Land. This Dedication of Easement shall run with the land and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns.
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and must not be construed as consent, agreement or permission by Grantee for any unpermitted encroachment or other property, including buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects now existing, or that may exist in the future, within the Easement Property. Grantor acknowledges that Grantee may order immediate removal of such encroachments and other property at any time.

8. Recitals Incorporated. The Recitals set forth at the beginning of this Dedication of Easement are hereby incorporated by this reference.

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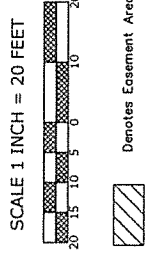
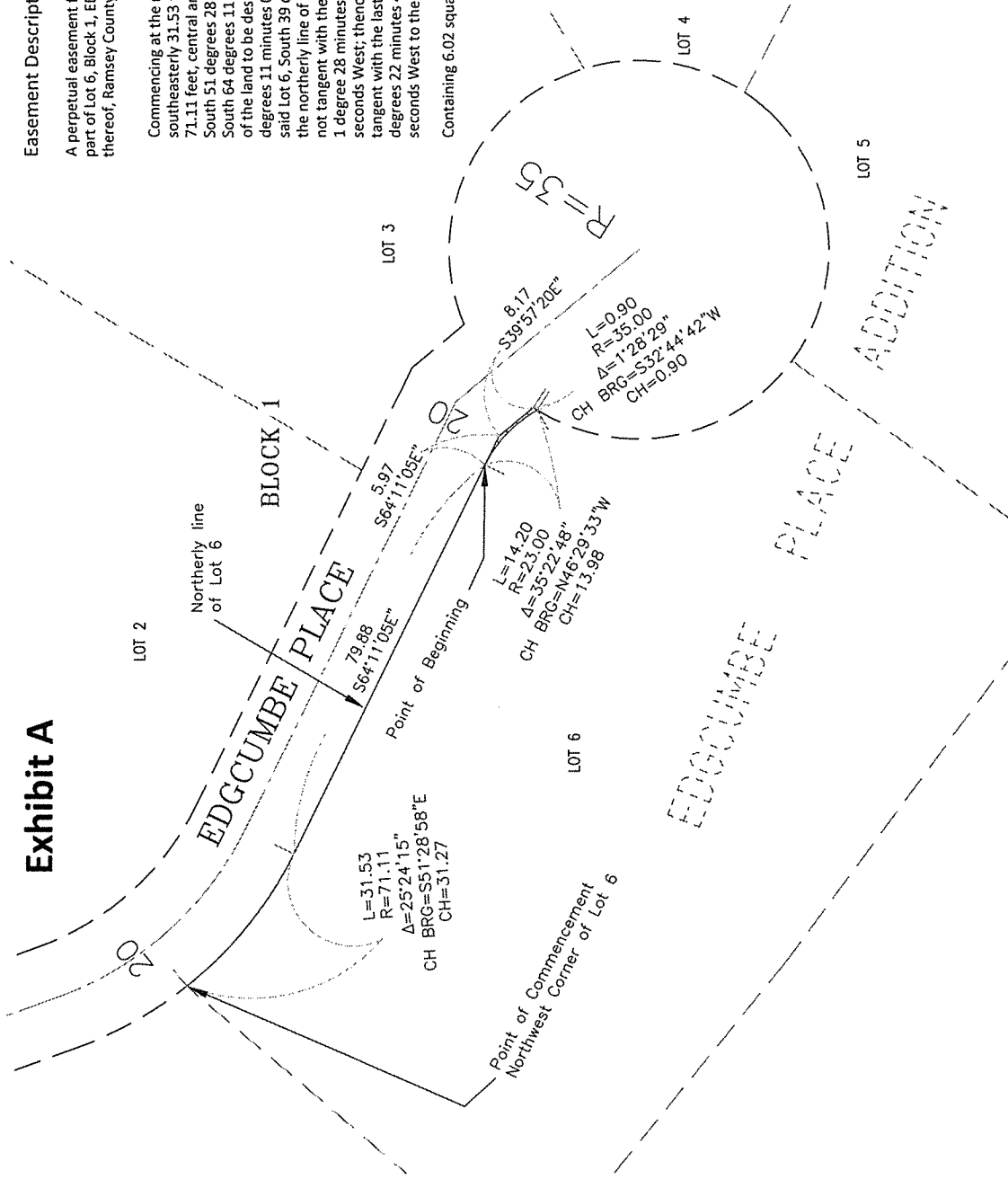
Exhibit A

Easement Description

A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 6, Block 1, EDGCUMBE PLACE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 6; thence along the northerly line of said Lot 6, southeasterly 31.53 feet along a curve concave to the northeast, said curve has a radius of 71.11 feet, central angle of 25 degrees 24 minutes 15 seconds, the chord of said curve bears South 51 degrees 28 minutes 58 seconds East, a distance of 79.88 feet to the point of beginning of the land to be described; thence continuing along the northerly line of said Lot 6, South 64 degrees 11 minutes 05 seconds East, a distance of 5.97 feet; thence along the northerly line of said Lot 6, South 39 degrees 57 minutes 20 seconds East, a distance of 8.17 feet; thence along the northerly line of said Lot 6, southwesterly 0.90 feet along a curve concave to the southeast, not tangent with the last described line, said curve has a radius of 35.00 feet, a central angle of 1 degree 28 minutes 29 seconds, the chord of said curve bears South 32 degrees 44 minutes 42 seconds West; thence northwesterly 14.20 feet along a curve concave to the southwest, not tangent with the last described line, said curve has a radius of 23.00 feet, a central angle of 35 degrees 22 minutes 48 seconds, the chord of said curve bears North 46 degrees 29 minutes 33 seconds West to the point of beginning.

Containing 6.02 square feet, more or less.



CREW	DN	Revision:	4/21/2021	SHEET NO.	1	OF	1	SHEETS
DRAWN	DS	EDGCUMBE PLACE RIGHT-OF-WAY EASEMENT						
APPROVED	KK	Exhibit Prepared by Public Works Survey For Office of Financial Services Real Estate Division						

**DEDICATION OF EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

This DEDICATION OF EASEMENT is made this 5th day of May, 2021, by [Property Owner Name] (“Grantor”), to the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in the County of Ramsey, State of Minnesota, whose address is ___ Edgumbe Place (the “Premises”); and

WHEREAS, Grantor desires to grant a right-of-way easement in favor of Grantee over a portion of the Premises, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor agrees as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, the following:
 - a. A non-exclusive perpetual right-of-way easement on, over, under and across that portion of the Premises legally described and depicted on Exhibit A, attached hereto and incorporated herein (the “Easement Property”), for the purpose of construction, reconstruction, inspection, operation, maintenance and repair of public city right-of-way.
 - b. The right to enter upon the Easement Property at any and all times in order to accomplish the above stated purposes.

2. Good Right to Grant and Convey Easement. Grantor, its successors and assigns, does covenant with Grantee, its successors and assigns, that it is the fee owner of the Premises and has good right to grant and convey the easement herein to the Grantee

subject to easements and encumbrances of record as of the date hereof.

3. Restrictions and Requirements on Grantor. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor shall not allow construction or installation of buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to city right-of-way for the above stated purposes within the Easement Property.
 - b. Grantor shall cause no change from the existing grade or change in surfacing within the Easement Property without prior written permission from the City of Saint Paul Department of Public Works ("Public Works").
 - c. Any improvements in or upon the Easement Property that do not prohibit Grantee from exercising its rights under this easement may be allowed by obtaining prior written permission from Public Works. In the event Grantee exercises its rights under this easement, it shall adhere to its standard policies to minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements shall be the sole responsibility of Grantor.
 - d. If Grantor constructs or installs any improvements within the Easement Property that do not comply with Section 3 of this Dedication of Easement, and if it is necessary for Grantee to remove or damage any such improvements as a result of Grantee's operations, all removal, replacement or modification costs for such improvements shall be borne solely by Grantor.

4. Indemnification and Release and Waiver of Liability. Grantor hereby declares that it understands and agrees to the following:
 - a. Grantor, its successors and assigns shall fully indemnify, defend, and hold harmless Grantee, its officers, agents, employees, and subcontractors from all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained in connection with the Easement Property, including any actions, omissions, or

negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property or platted Edgcumbe Place right-of-way and drainage and utility easements, and any actions, omissions or negligence of the Grantor, its successors and assigns.


- b. Grantor agrees to release, waive, and discharge Grantee, its officers, agents, employees, and subcontractors to the fullest extent permitted under the laws of the State of Minnesota, from and against any and all suits, actions, expenses (including attorneys' fees), demands or claims of any kind which arise from any alleged injuries or damages received or sustained in connection with the Easement Property, including any actions, omissions or negligence related to the construction, reconstruction, inspection, operation, maintenance and repair of the Easement Property platted Edgcumbe Place right-of-way and drainage and utility easements, and any actions, omissions or negligence of the Grantor, its successors and assigns.
- c. Grantor agrees that the scope of the indemnification and release and waiver of liability contained herein are intended to be as broad and inclusive as permitted by the laws of the State of Minnesota.
- d. For the avoidance of doubt, Grantor's promise to defend, indemnify, hold harmless, release, waive, and discharge includes, but is not limited to, all suits, actions, expenses (including attorneys' fees), demands or claims of any kind arising from the execution and performance of Phase 2 of the Griggs-Scheffer Repaving Project at Edgcumbe Place by Grantee, its officers, agents, employees, and subcontractors.

5. Easement to Run with Land. This Dedication of Easement shall run with the land and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns.

6. Enforcement of Dedication of Easement. Without limiting the remedies of the parties, this Dedication of Easement may be enforced by proceedings in equity to restrain any violation or compel specific performance.

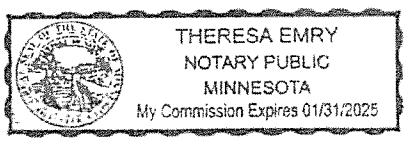
7. Dedication of Easement Not Consent. Execution of this Dedication of Easement is not and must not be construed as consent, agreement or permission by Grantee for any preexisting buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects now existing in the Easement Property.

IN WITNESS WHEREOF, Grantor has caused this Dedication of Easement to be executed as of the day and year first above written.

By 
Name JING LI, McCloud LLC

STATE OF MINNESOTA)
COUNTY OF Hennepin)^{ss}

The foregoing instrument was acknowledged before me this 5th day of May, 2021, by Jing Li, member, on behalf of McCloud LLC



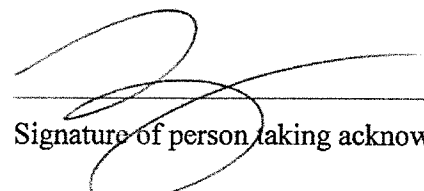
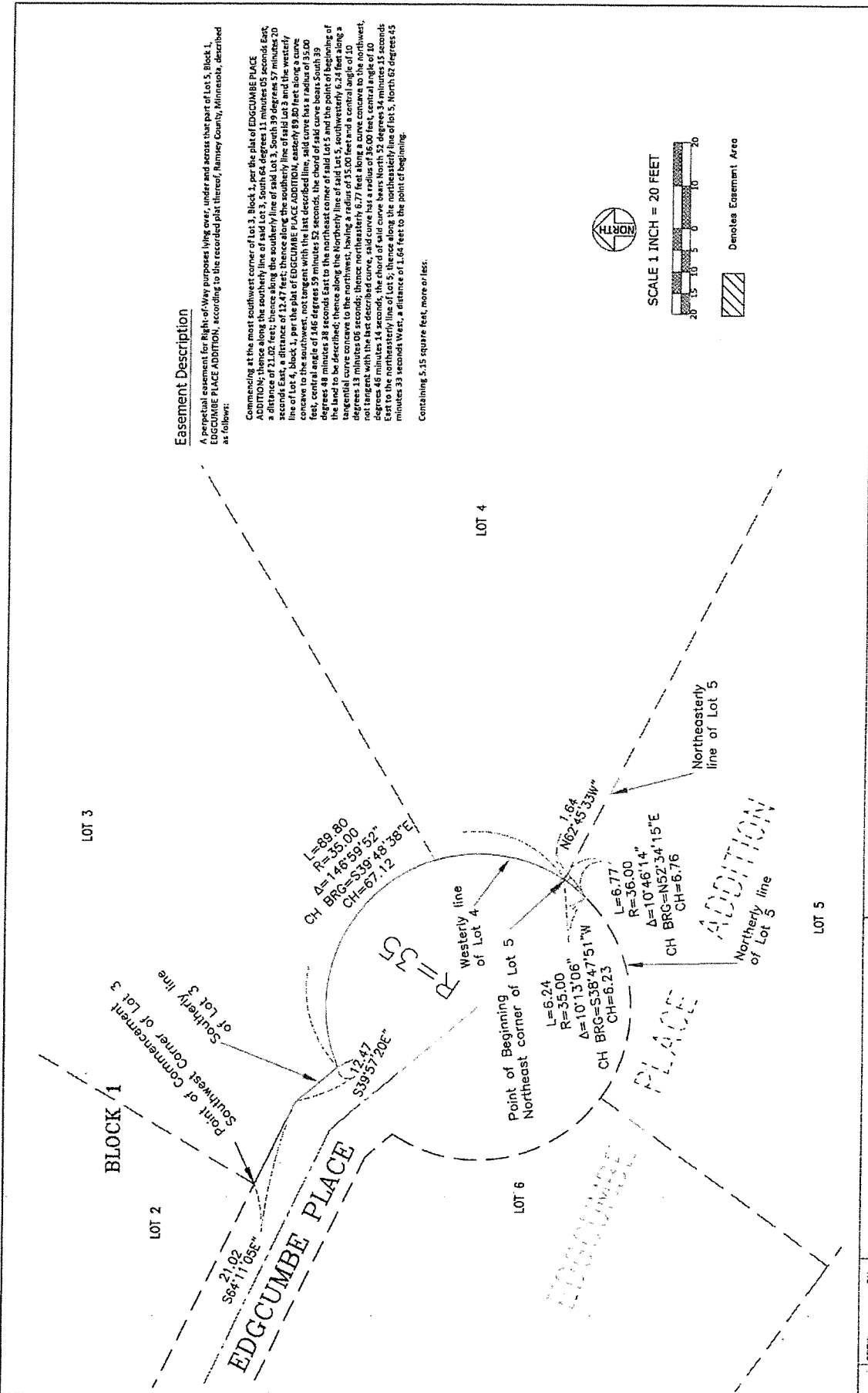

Signature of person taking acknowledgment

EXHIBIT A

Easement Legal Description and Depiction



Easement Description

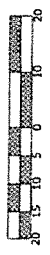
A perpetual easement for Right-of-Way purposes lying over, under and across that part of Lot 5, Block 1, EDGCUMBE PLACE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the most southwest corner of Lot 3, Block 1, per the plat of EDGCUMBE PLACE ADDITION, thence along the southerly line of said Lot 3, 89.80 feet to a point 85.00 feet East, a distance of 21.02 feet; thence along the southerly line of said Lot 3, 58.00 feet to a point 20 seconds East, a distance of 12.47 feet; thence along the southerly line of said Lot 3 and the westerly line of Lot 4, Block 1, per the plat of EDGCUMBE PLACE ADDITION, 89.80 feet along a curve concave to the southwest, not tangent with the last described line, said curve has a radius of 35.00 feet, central angle of 146 degrees 59 minutes 52 seconds, the chord of said curve bears South 39 degrees 57 minutes 20 seconds East to the northeast corner of said Lot 5 and the point of beginning of the easement to be hereinafter described; thence along the southerly line of Lot 5, 6.24 feet along a tangential curve concave to the southwest, not tangent with the last described line, central angle of 10 degrees 13 minutes 06 seconds; thence northeasterly 6.77 feet along a curve concave angle of 10 degrees 46 minutes 14 seconds, the chord of said curve bears North 52 degrees 34 minutes 15 seconds East to the northeasterly line of Lot 5; thence along the northeasterly line of Lot 5, North 67 degrees 45 minutes 33 seconds West, a distance of 1.64 feet to the point of beginning.

Containing 5.35 square feet, more or less.



SCALE 1 INCH = 20 FEET



Denotes Easement Area

<table border="1"> <tr> <td>CREW</td> <td>DN</td> </tr> <tr> <td>DRAWN</td> <td>DS</td> </tr> <tr> <td>APPROVED</td> <td>KK</td> </tr> </table>	CREW	DN	DRAWN	DS	APPROVED	KK	<p>Exhibit Prepared by Public Works Survey For Office of Financial Services Real Estate Division</p>	<p>Revision: DATE: 4/21/2021</p>	<p>SHEET NO. 1 OF 1 SHEETS</p>
CREW	DN								
DRAWN	DS								
APPROVED	KK								

EDGCUMBE PLACE RIGHT-OF-WAY EASEMENT

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