

(Top 3 inches are reserved for recording information.)

EASEMENT DEDICATION AGREEMENT

This Dedication of Easement is made this _____ day of _____, 2025, by and between the CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota ("Grantor"), and Kevin M. Kidnie and Marjorie L. Kidnie as trustees of the Kevin M. Kidnie and Marjorie L. Kidnie Revocable Trust Agreement dated February 22, 2019, ("Grantees"), 436 Wheelock Parkway East,

WHEREAS, Kevin M. Kidnie and Marjorie L. Kidnie Revocable Trust Agreement dated February 22, 2019 is the fee owner of real property in Ramsey County ("the Kidnie Property") legally described as:

That part of Lot 9, R. C. Witt Addition, City of St. Paul, Ramsey County, Minnesota described as follows: Beginning at the Northeasterly corner of Lot 3, R.C. Witt Addition; thence Northwesterly, a distance of 10.0 feet, on a line drawn Northwesterly from the said Northeasterly corner of Lot 3, and at right angles to the Southeasterly corner of Lot 3; thence Northeasterly, at right angles, a distance of 17.32 feet, to the radius point of a 20.0 foot radius circle, being the actual point of beginning of part of said Lot 9, being described herein; thence Northwesterly, at right angles, a distance of 20.0 feet; thence Northeasterly, to a point on the Northeasterly line of said Lot 9, distance 74.0 feet Southeasterly from the most Northerly corner thereof; thence Southeasterly along said Northeasterly line of Lot 9, a distance of 75.94 feet, to the most Easterly corner of said Lot 9; thence West, a distance of 31.73 feet; thence South, along the East line of said Lot 9, a distance of 67.8 feet, to an intersection with the center of Brighton Street, as platted in Morton's 2nd Addition; thence Northwesterly, to the actual point of beginning.

WHEREAS, access to the Kidnie Property from Wheelock Parkway requires passage over and across property owned in fee by the City of Saint Paul, legally described as:

Lot 2, Block 1, Morton's Second Addition to the City of St. Paul, Ramsey County, Minnesota

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys unto Grantees the following:
 - a. A perpetual driveway, greenspace and utility access easement on, over, under and across that portion of Grantor's property legally described as:

Lot 2, Block 1, Morton's Second Addition to the City of St. Paul, Ramsey County, Minnesota, described as follows:
That part of Lot 2, Block 1, Morton's Second Addition to the City of St. Paul, Ramsey County, Minnesota., lying westerly of a line drawn from a point on the north line of said Lot 2, 31.73 feet

easterly of the northwest corner of said lot, to a point on the south line of said Lot 2, 58 feet easterly of the southwest corner of said lot, said line being the southwesterly right-of-way line of Wheelock Parkway.

(the "Premises"), for the purposes of constructing, repairing, replacing, removing, accessing and maintaining a driveway, greenspace and public and private utilities; and

- b. The unrestricted right to enter upon the Premises at any and all times in order to accomplish said easement purposes.
- 2. Maintenance. Grantees shall be responsible for all driveway and greenspace maintenance within the Premises, and agree to pay all maintenance costs. Grantor shall have no responsibility for driveway and greenspace maintenance within the Premises, nor participate in the cost.
- 3. Good Right to Grant and Convey Easement. Grantor does covenant with the Grantees that it is the fee owner of the Premises and has good right to grant said easement to the Grantees.
- 4. Easement to Run with Land. This easement shall run with and be appurtenant to the Premises and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns

IN WITNESS WHEREOF, the parties have executed this agreement effective the day first stated above.

GRANTOR:

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its: Mayor or Deputy Mayor

By: _____
Its Director of Financial Services

By: _____
Its: City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, Mayor or Deputy Mayor, _____, Director, Office of Financial Services, and _____, City Clerk of the City of Saint Paul, a Minnesota Municipal corporation under the laws of the State of Minnesota.

Notary Public

GRANTEE:

KEVIN M. KIDNIE AND MARJORIE L. KIDNIE REVOCABLE TRUST
AGREEMENT DATED FEBRUARY 22, 2019


Kevin M. Kidnie, Trustee


Marjorie L. Kidnie, Trustee

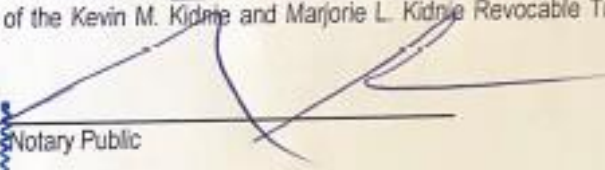
STATE OF MINNESOTA)

COUNTY OF Ramsey)

ss.

The foregoing instrument was acknowledged before me this 11th day of February, 2025, by Kevin M. Kidnie and Marjorie L. Kidnie as trustees of the Kevin M. Kidnie and Marjorie L. Kidnie Revocable Trust Agreement dated February 22, 2019.




Notary Public

Drafted by:

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