
(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR STORM SEWER PURPOSES**

Catholic Charities of The Archdiocese of St. Paul and Minneapolis, a Minnesota non-profit corporation, as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors and assigns, as Grantee, a permanent access, construction and maintenance easement for storm sewer purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

See attached Exhibit A

and depicted as follows:

See attached Exhibit B

To have and to hold the same forever. Grantor does covenant that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same free of all encumbrances except as may appear of record.

Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time.

This easement is subject to the standard provisions in Exhibit C.

IN TESTIMONY WHEREOF, Grantor, **Catholic Charities of The Archdiocese of St. Paul and Minneapolis**, a non-profit corporation under the laws of Minnesota, has caused this Easement to be executed in its corporate name by its duly authorized officers and attested to this ____ day of _____, 2015.

Catholic Charities of The Archdiocese of St. Paul and Minneapolis
Grantor

By _____
Richard Johnson
Its Chief Financial Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____, 2015 by Richard Johnson, the Chief Financial Officer of **Catholic Charities of The Archdiocese of St. Paul and Minneapolis**, a Minnesota non-profit corporation.

This instrument was drafted by:

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

Exhibit A

PROPOSED STORM SEWER EASEMENT DESCRIPTION

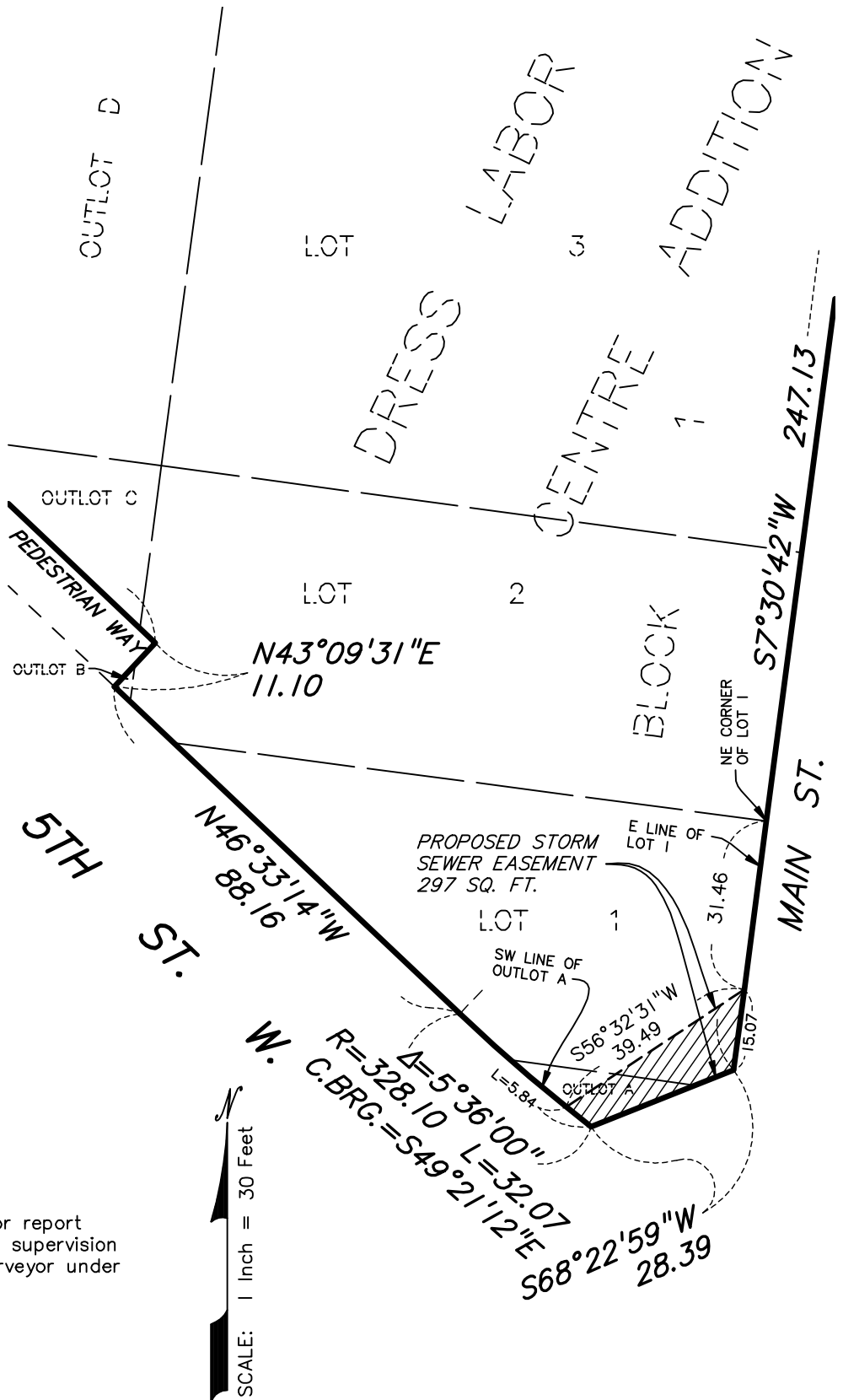
An easement over, under and across those parts of Outlot A and Lot 1, Block 1, DRESS LABOR CENTRE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, lying southeasterly of a line described as commencing at the northeast corner of said Lot 1; thence on an assumed bearing of South 7 degrees 30 minutes 42 seconds West, along the east line of said Lot 1, a distance of 31.46 feet to the point of beginning of the line to be described; thence South 56 degrees 32 minutes 31 seconds West 39.49 feet to the southwest line of said Outlot A and said line there terminating.

Easement Sketch For: DOROTHY DAY LLC

Exhibit B

PROPOSED STORM SEWER EASEMENT DESCRIPTION

An easement over, under and across those parts of Outlot A and Lot 1, Block 1, DRESS LABOR CENTRE ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, lying southeasterly of a line described as commencing at the northeast corner of said Lot 1; thence on an assumed bearing of South 7 degrees 30 minutes 42 seconds West, along the east line of said Lot 1, a distance of 31.46 feet to the point of beginning of the line to be described; thence South 56 degrees 32 minutes 31 seconds West 39.49 feet to the southwest line of said Outlot A and said line there terminating.



I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 26th day of August, 2015

SUNDE LAND SURVEYING, LLC.

By: *Arlee J. Carlson*
Arlee J. Carlson, P.L.S.
Minn. Lic. No. 44900



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www.sunde.com

Exhibit C

Standard Easement Provisions

- a. No buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to storm sewer 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 of St. Paul (the “City”) from exercising its reserved rights may be allowed by obtaining written permission from the City of St. Paul – Office of Financial Services – Real Estate Section (or its successor) with the understanding that the restoration and costs of such improvements shall be the sole responsibility of the petitioner, its successors and assigns.
- c. Should it be necessary that the petitioner’s works or improvements be removed or damaged as a result of City storm sewer 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 City.
- e. No change in surfacing within the easement area shall be permitted without written permission from the City.
- f. The petitioner, its successors and assigns shall fully indemnify, defend, and save harmless the City, 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 storm sewer 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.