



**CITY OF SAINT PAUL
PURCHASE AGREEMENT**

1. Date: _____
2. Property Address 1280 Jackson Street, Saint Paul Mn. 55117
3. **General Easement Area: Permanent Easement** - (2031 Sq. Ft.) That part of the following shown on attached map and described below:

A permanent easement over, under and across those parts of Lots 25 and 26, J. W. Bass Garden Lots, according to the recorded plat thereof, Ramsey County, Minnesota, lying within 30 feet southwesterly of and adjoining the southwesterly right-of-way line of the Burlington Northern Railroad and southeasterly of a line drawn radially from a point on said southwesterly right-of-way line 75.00 feet northwesterly of the southerly line of said Lot 25, as measured along said southwesterly right-of-way line.

Temporary Easement – (3479 Sq. Ft.) That part of the following shown on attached map and described below:

A temporary easement over, under and across those parts of said Lots 25 and 26 lying southwesterly of said southwesterly right-of-way line, northwesterly and southwesterly of said permanent easement and easterly and southerly of a line described as commencing at the intersection of said southwesterly right-of-way line and said southerly line of Lot 25; thence westerly, along said southerly line of Lot 25 and the southerly line of said Lot 26, a distance of 95.00 feet to the point of beginning of the line to be described; thence northerly deflecting right 90 degrees 00 minutes 00 seconds 70.00 feet; thence easterly deflecting right 90 degrees 00 minutes 00 seconds 63.25 feet to said southwesterly right-of-way line and said line there terminating.

4. **Name of Buyer:** City of St. Paul

Name of Seller: Richard M. Pellow and Jean A. Pellow

5. **Agreed Price for Easement:** The compensation amount is broken down as follows:

Value of the Permanent Easement (2031 Sq. Ft.)	\$ 9,000
Value of the Temporary Construction Easement (290 Sq. Ft)	\$ 1,000
Total Estimate of Market Value	\$10,000

6. This Agreement is subject to approval by the St. Paul City Council.

SELLER:

By: Richard M Pellow

Date: 12/19/13

By: Jean A Pellow

Date: 12/19/13

BUYER:

By: _____
Mayor or Deputy Mayor

Date: _____

By: _____
Director Financial Services

Date: _____

By: _____
City Clerk

Date: _____

City Attorney (Form Approval)

(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR SEWER LINE**

Richard M. Pellow and Jean A. Pellow 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 easement for sewer purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

A permanent easement over, under and across those parts of Lots 25 and 26, J. W. Bass Garden Lots, according to the recorded plat thereof, Ramsey County, Minnesota, lying within 30 feet southwesterly of and adjoining the southwesterly right-of-way line of the Burlington Northern Railroad and southeasterly of a line drawn radially from a point on said southwesterly right-of-way line 75.00 feet northwesterly of the southerly line of said Lot 25, as measured along said southwesterly right-of-way line.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

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 accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

IN TESTIMONY WHEREOF, Grantor(s), _____,
a _____ under the laws of _____, has(ve)
caused this deed to be executed in its corporate name by its duly authorized officers, and attested
to this _____ day of _____, 2013.

Richard M. Pellow and Jean A. Pellow

By Richard M. Pellow
Its owner

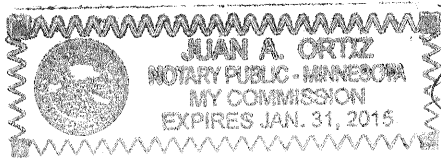
By Jean A. Pellow
Its owner

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

The foregoing was acknowledged before me this 19 day of Dec., 2013
by Richard M. Pellow and Jean A. Pellow
the owners and _____
of foregoing instrument

[Signature]

This Instrument was drafted by:
Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____, 2013, by and between **Richard M. Pellow and Jean A. Pellow**, its successors and assigns, Grantor(s), and the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota, its successors and assigns, Grantee, for good and valuable consideration, to the Grantor it in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee a Temporary Construction Easement over, under and across the real property described below and depicted on the attached map (Exhibit "A").

A temporary easement over, under and across those parts of said Lots 25 and 26 lying southwesterly of said southwesterly right-of-way line, northwesterly and southwesterly of said permanent easement and easterly and southerly of a line described as commencing at the intersection of said southwesterly right-of-way line and said southerly line of Lot 25; thence westerly, along said southerly line of Lot 25 and the southerly line of said Lot 26, a distance of 95.00 feet to the point of beginning of the line to be described; thence northerly deflecting right 90 degrees 00 minutes 00 seconds 70.00 feet; thence easterly deflecting right 90 degrees 00 minutes 00 seconds 63.25 feet to said southwesterly right-of-way line and said line there terminating.

As consideration for the grant of this easement, the Grantee agrees that it shall be responsible for and defend the Grantor against any and all losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs), suffered or incurred by Grantor and/or its tenant as a result of any negligence or misconduct committed by Grantee (or any of its agents, contractors or others employed or engaged by Grantee in connection with this easement) while performing the activities covered by this easement, including, without limitation, those arising from injury to persons or damage; Grantee also agrees to restore Grantor's real property and the improvements thereon, if any, to the same or better condition as exists on the date of this easement agreement.

It is further understood and agreed that Grantor does hereby convey to the Grantee the above described easement for certain purposes including but not limited to entry, operation, marking, boring, staging, movement of existing debris, and storage of materials in conjunction with and during the construction and installation of the Trout Brook Lift Station at 1280 Jackson Street in Saint Paul, Minnesota, 55117.

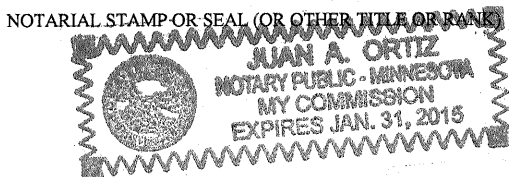
This easement shall begin on 1st day April, 2014 and expire on the 1st day of January, 2015.

State of _____
County of _____

}
ss

By *Richard M. Pellow*
Its: President
and *Jean A. Pellow*
Its:

The foregoing instrument was acknowledged before me this 19 day of Dec, 2013,
by *RICHARD M. PELLOW* *JEAN A. PELLOW*, Grantor(s).



[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

The City of Saint Paul
Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

EASEMENT SKETCH FOR: SAINT PAUL PARKS & RECREATION

Sheet 1 of 2 Sheets

PROPOSED TEMPORARY EASEMENT DESCRIPTION

A permanent easement over, under and across those parts of Lots 25 and 26, J. W. Bass Garden Lots, according to the recorded plat thereof, Ramsey County, Minnesota, lying within 30 feet southwesterly of and adjoining the southwesterly right-of-way line of the Burlington Northern Railroad and southeasterly of a line drawn radially from a point on said southwesterly right-of-way line 75.00 feet northwesterly of the southerly line of said Lot 25, as measured along said southwesterly right-of-way line.

Together with a temporary easement over, under and across those parts of said Lots 25 and 26 lying southwesterly of said southwesterly right-of-way line, northwesterly and southwesterly of said permanent easement and easterly and southerly of a line described as commencing at the intersection of said southwesterly right-of-way line and said southerly line of Lot 25; thence westerly, along said southerly line of Lot 25 and the southerly line of said Lot 26, a distance of 95.00 feet to the point of beginning of the line to be described; thence northerly deflecting right 90 degrees 00 minutes 00 seconds 70.00 feet; thence easterly deflecting right 90 degrees 00 minutes 00 seconds 63.25 feet to said southwesterly right-of-way line and said line there terminating.

Said temporary easement expires _____.

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 2nd day of October, 2013

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480



KMART BIG STORE
235 MARYLAND AVE E
TAX PAYER: SHIDLER/WEST FINANCE PARTNERS V LP
ALT. TAX PAYER: SEARS ROEBUCK AND CO.

SEEK
199
W. SEC.
R. 22
N. 199
SEEK
199
W. SEC.
R. 22
N. 199

NORPAC ROAD
PARCEL ID : 192922430027
INSURANCE AUTO AUCTIONS INC.
DOC. #1270921

PARCEL ID : 192922430007
1280 JACKSON STREET
TAX PAYER: RICHARD M PELLOW
INSURANCE AUTO AUCTIONS INC.

PARCEL ID : 192922420023
1336 JACKSON STREET
TAX PAYER: ROBERT L BRACKLEY
INSURANCE AUTO AUCTIONS INC.

BNSF RAILWAY
PARCEL ID: 192922430012
BNSF RAILWAY CO

WESTERLY LINE OF THE
BNSF RAILWAY R-O-W
CORRIDOR

PARCEL ID: 192922430026
CITY OF ST PAUL

PARCEL ID: 302922120080
BNSF RAILWAY CO

R.L.S
NO. 207

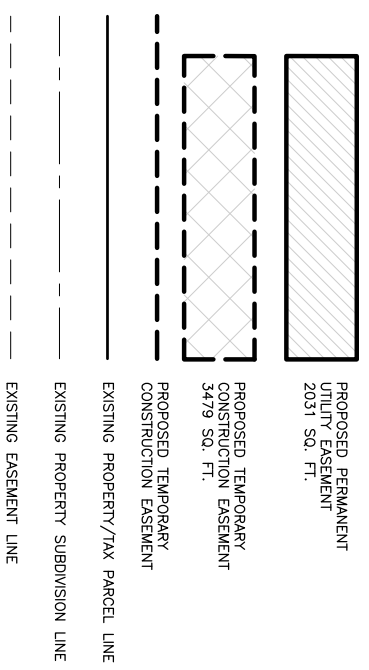
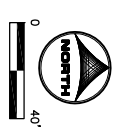
MARYLAND AVE E

NORTHERN PORTION OF OLD MARYLAND AVE E
VACATED 4-4-1955

PARCEL ID: 302922120075
CITY OF ST PAUL

NEE 4
SEC. 30

PROPOSED WET WELL &
LIFT STATION



NOTE:
THE PROPERTY LINES AND EASEMENT LINES ARE APPROXIMATIONS AND ARE NOT DRAWN BASED ON FIELD EVIDENCE OR PUBLIC RECORDS.

OTHER NOTED ENCUMBRANCES:
PER COUNTY SECTION MAPPING THERE IS AN UN-DESCRIBED EASEMENT LOCATED IN THE EASTERLY PORTION OF PARCEL 192922430007;
"EASEMENT TO CITY OF ST PAUL PER DOC. #1270921 11-24-1951 362,163 SQ. FT."
A "WATER WORKS EASEMENT" RUNNING NORTH AND SOUTH AND LOCATED IN THE WESTERLY PORTION OF THE SAME PARCEL WAS ALSO SHOWN ON THE COUNTY SECTION MAPPING. IT IS NOT SHOWN HERE BECAUSE NO MEASUREMENT CALLS WERE GIVEN TO LOCATE THIS ENCUMBRANCE.

DRAWN BY: JJC
APPROVED: KJA
CAD DATE: 4/10/2013 3:01:48 PM
CAD FILE: \\hrgreen\data\20110072\CAD\ESMT\ESMT-WEST\ESMT-3W.dwg

NO.	DATE	BY	REVISION DESCRIPTION

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE: _____
DATE: XX-XX-XXXX



TRILLIUM LS & FM PIPELINE
CITY OF ST. PAUL
ST. PAUL, MINNESOTA

CIVIL
PROPOSED EASEMENTS

SHEET NO.
ESMT-3W

PRELIMINARY
NOT FOR BIDDING



CITY OF SAINT PAUL PURCHASE AGREEMENT

1. Date: 1/4/2014
2. Property Address 235 Maryland Avenue East, Saint Paul Mn. 55117
3. **General Easement Area:** Temporary Easement - (89,581 Sq. Ft.) That part of the following shown on attached map and described below:

A temporary easement over, under and across the following described properties:

Tract G, Registered Land Survey No. 353, files of the Registrar of Titles, Ramsey County, Minnesota.

Together with that part of Tract A, said Registered Land Survey No. 353, lying southwesterly of the northeasterly line of the easement for sewer purposes recorded in Book 34 of Plans, page 37.


Together with that part of the westerly 30.00 feet of said Tract A lying southwesterly of a line 20.00 feet northeasterly of and parallel with said northeasterly line of the easement for sewer purposes.

Together with those parts of said Tract A and Tract B, said Registered Land Survey No. 353, lying westerly of the northerly extension of a line 10.60 feet easterly of and parallel with the easterly line of Tract C, said Registered Land Survey No. 353, lying within 50.00 feet of the northerly and westerly lines of said Tract C.

Together with those parts of Tract H, said Registered Land Survey No. 353, and Outlot J, Arlington Business Park, according to the recorded plat thereof, said Ramsey County, lying westerly of the southerly extension of the westerly line of said Tract C.

4. **Name of Buyer:** City of St. Paul
- Name of Seller:** Shidler West Finance Partners V, Limited Partnership
5. **Agreed Price for Easement:** \$51,000
6. This Agreement is subject to approval by the St. Paul City Council.

SELLER:

By:  Member Date: 1/4/2014
Minerva Capital LLC, General Partner
Shelby West Finance Partners V, LP.

By: _____ Date: _____

BUYER:

By: _____ Date: _____
Mayor or Deputy Mayor

By: _____ Date: _____
Director Financial Services

By: _____ Date: _____
City Clerk

City Attorney (Form Approval)

EASEMENT SKETCH FOR: SAINT PAUL PARKS & RECREATION

Sheet 1 of 2 Sheets

PROPOSED TEMPORARY EASEMENT DESCRIPTION

A temporary easement over, under and across the following described properties:

Tract G, Registered Land Survey No. 353, files of the Registrar of Titles, Ramsey County, Minnesota.

Together with that part of Tract A, said Registered Land Survey No. 353, lying southwesterly of the northeasterly line of the easement for sewer purposes recorded in Book 34 of Plans, page 37.

Together with that part of the westerly 30.00 feet of said Tract A lying southwesterly of a line 20.00 feet northeasterly of and parallel with said northeasterly line of the easement for sewer purposes.

Together with those parts of said Tract A and Tract B, said Registered Land Survey No. 353, lying westerly of the northerly extension of a line 10.60 feet easterly of and parallel with the easterly line of Tract C, said Registered Land Survey No. 353, lying within 50.00 feet of the northerly and westerly lines of said Tract C.

Together with those parts of Tract H, said Registered Land Survey No. 353, and Outlot J, Arlington Business Park, according to the recorded plat thereof, said Ramsey County, lying westerly of the southerly extension of the westerly line of said Tract C.

Said temporary easement expires JANUARY 1, 2015

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 30th day of September, 2013

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480



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Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com

