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(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT  
FOR MAINTENANCE PURPOSES**

**Donerly Inc.**, 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 maintenance purposes, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, as described in Exhibit A and B

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 access, inspect, repair and maintain and Grantor shall not be responsible for any act set forth in the previous sentence or for the consequences thereof 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.

It is also agreed upon the City will access the property for access, inspection, repair and maintenance only at the following designated times; Monday – Friday 6pm to 6am, and at any time during the weekend hours as defined Friday 6pm to Monday 6am and an annual allowable use of easement area for a total of 7 days per year between the hours of 6am and 6pm M-F by advanced 72 hour notification to property owner.

Grantee shall agree that it will be responsible for its own acts and omissions and the acts and omissions of its officers and employees and any liability resulting with the access, inspection, repair and/or maintenance of said permanent easement areas. All repair and maintenance of the City owned retaining wall will be the sole responsibility of the City of St. Paul, including graffiti removal and abatement.

**IN TESTIMONY WHEREOF**, Grantor(s), Donerly Inc., a corporation under the laws of the State of Minnesota, has(ve) caused this easement to be executed in its corporate name by its duly authorized officers, and attested to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Donerly Inc.**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } ss

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

by \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ and \_\_\_\_\_

of \_\_\_\_\_

This Instrument was drafted by

Office of Financial Services  
Real Estate Section  
Room 1000, City Hall Annex

25 W. 4<sup>th</sup> St.  
St. Paul, MN 55102