

328202

ENTERED IN TRANSFER RECORD

Jan 4 1954
EUGENE A. MONICK,
Auditor, Ramsey County, Minnesota

By *[Signature]*
W. H. 1161 Deputy

DEED OF EASEMENT

This Agreement made and entered into as of this 14th day of ~~November 1952~~ July, 1953, by and between Herbert W. Leibold and Eleanor M. Leibold, husband and wife, of Ramsey County, Minnesota, as parties of the first part, Investors Diversified Services, Inc., a Minnesota corporation, as party of the second part, and City of Saint Paul, a municipal corporation of the State of Minnesota, as party of the third part:

WITNESSETH:

Whereas, the parties of the first part are the owners in fee simple of the real estate situate in the City of Saint Paul, County of Ramsey, State of Minnesota, described as Lot 7, Block 14, West End, according to the recorded plat thereof on file and of record in the Office of the Register of Deeds in and for the County of Ramsey, State of Minnesota, and the party of the second part is the holder of a mortgage lien of record thereon, and

Whereas, the party of the third part as such municipal corporation, plans to construct, maintain and operate, according to conventional engineering standards, a public sewer drain in, upon and over a strip of land eight feet in width, hereinafter described, within said real estate, from the westerly line thereof, thence

And over a strip of land eight feet in width, here-
within said real estate, from the westerly line thereof, thence
easterly to the easterly line thereof coincident with the westerly
line of Lexington Parkway, a public thoroughfare in the said City
of Saint Paul, and across the same and connecting with the public
sewer of said City of Saint Paul within said public thoroughfare
for and in the collection, drainage, conduct and disposal of surface,
subsurface, and storm waters from said real estate and contiguous
and immediately adjacent areas, and such is deemed in the best
interests of the parties hereto, for their mutual benefit and for

Received in the City of Saint Paul, Minnesota, this 29th day of April, 1901.

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Now Therefore, the said parties of the first part and the said party of the second part, as grantors, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid and the receipt and sufficiency whereof they hereby acknowledge, and in consideration of the aforesaid mutual benefits from the execution hereof and the aforesaid now proposed construction, maintenance and operation of such sewer drain for such purposes, have granted and conveyed and hereby grant and convey unto said party of the third part, as grantee, and unto the successors and assigns of said party of the third part, as such grantee, a perpetual easement for the purpose of the construction, maintenance and operation of such proposed sewer drain for such aforesaid purposes in, upon, under, within and across that certain strip of land eight (8) feet wide, being part of said Lot 7, Block 14, West End, the center lines whereof are the following described lines, to-wit:

Beginning at a point on the west line of Lexington Parkway 5.5 feet south of the north line of Lot 7, Block 14, West End, thence west on a line parallel to the north line of said Lot 7 for a distance of 75 feet, thence westerly for a distance of 50 feet to a point 7.7 feet south of the north line of said Lot 7; thence west on a line parallel to the north line of said Lot 7 to its intersection with the westerly line of said Lot 7, Block 14, West End; also lying within a strip of land 8 feet wide, the center line of which is a line de-

Beginning at a point on

End; also lying within a strip of land 6 feet wide, the center line of which is a line described as follows: Beginning at a point on the above described center line at a point 125 feet westerly of the west line of Lexington Parkway and 7.7 feet south of the north line of said Lot 7, Block 14 West End, thence southwesterly to a point 140.25 feet west of the west line of Lexington Parkway and 29 feet south of the north line of said Lot 7.

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(shown in the shaded area of the map thereof, hereto attached, forming part and parcel hereof, and marked Exhibit "A".)

Said sewer drain shall be constructed according to plans to be prepared therefor by the Chief Engineer of said party of the third part, City of Saint Paul, and approved by the latter's Council, and said parties of the first and second parts have granted and conveyed and hereby grant and convey, for the consideration aforesaid, a temporary easement over and upon the northerly 20 feet of said Lot 7, Block 14, West End, exclusive of that occupied by permanent structures and that hereinabove described as being embraced by the aforesaid perpetual easement, for the occupancy of said party of the third part, as shall be necessary during the periods of and for the construction of such proposed sewer drain.

Said parties of the first part hereby reserve unto themselves and their successors and assigns, including among others, said party of the second part, ^{its successors and assigns,} as its interests as such mortgagee shall appear, the right to the use of said strip 3 feet in width and embraced by said hereby granted perpetual easement, not inconsistent with the full enjoyment and use of said perpetual easement therein by said party of the third part and its successors and assigns and without delimitation of such reservations said parties of the first part, for themselves and their said successors and assigns, as aforesaid, hereby reserve the right to construct, maintain, use and employ

part, for and
said, hereby reserve the right to construct, maintain, use and employ 12
a private garage and connected hard surfaced ribbon driveway upon and
over said strip of land 6 feet in width, at all times subordinate to
the aforesaid easement hereby granted as aforesaid unto said party
of the third part.

Said party of the third part hereby covenants and agrees, in
consideration hereof, that upon the construction of such proposed
sewer drain, the alteration, repair, reconstruction or abandonment

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of the same, by said party of the third part, the latter shall restore the surface of the easement strip substantially to the condition thereof as the same existed prior to such construction, alteration, repair, reconstruction or abandonment of such proposed sewer drain.

Said parties hereto understand and agree that this Deed of Easement shall be deemed in lieu of a proposed condemnation for similar easement in the subject premises proposed heretofore to be made by the party of the third part and hereby rendered unnecessary, and that the acceptance hereof by said party of the third part shall operate to grant and convey all of the easements and rights to be granted and conveyed to it unto said party of the third part and shall further operate to bind it to the performance of all covenants on its part to be performed according to the provisions hereof hereinabove set forth.

IN TESTIMONY the said parties of the first and second part respectively have hereunto set their hands and affixed their seals as of the day and year first above written.

Signed, sealed and delivered in presence of:

Ann W. Williams
Bruce T. Raeburn

Herbert W. Laibold
Emmanuel M. Lippert

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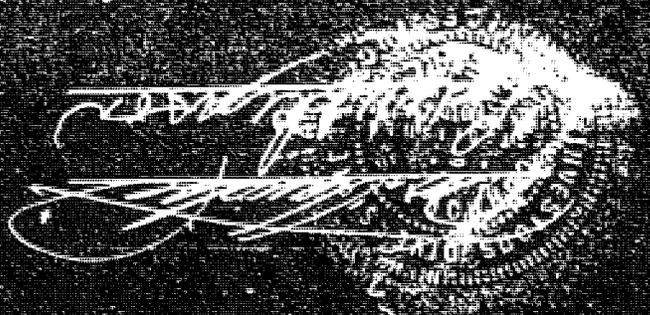
Assistant Secretary

[Handwritten signature]

Assistant Vice President

[Handwritten signature]

Investors Diverted Services, Inc.
(A Minnesota Corporation)



[Handwritten signature]

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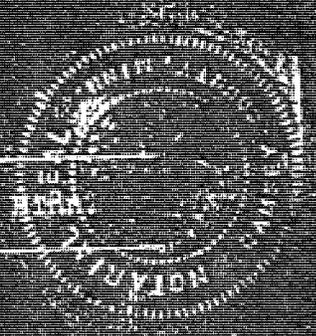
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State of Minnesota }
County of Ramsey } ss.

On this 14th day of July 1953

before me, a notary public within and for said County, personally appeared Herbert W. Leibold and Eleanor M. Leibold, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Notary Public, Ramsey Co. Minn.
My commission expires _____



E. A. EFFERLY
Public, Ramsey County, Minn.
Commission Expires 10/1/54

State of Minnesota }
County of Hennepin } ss.

On this 3rd day of September 1953

before me, a notary public within and for said County, personally appeared M. W. Galen and S. G. Swider

to me personally known, who, being each by me duly sworn, did say that they are respectively the Assistant Vice President and the Assistant Secretary of the corporation named in the foregoing instrument, and that the seal

corporation named in the foregoing instrument, and that the seal
affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors

and said M. W. Galen and S. G. Swider

acknowledged said instrument to be the free act and deed of said



M. M. Chretien
Notary Public, Hennepin County, Minn.
My commission expires _____

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