

RELEASE OF EASEMENT

This Release of Easement (this "Agreement") is made as of this _____ day of _____, 2017 ("Effective Date") by the City of Saint Paul, Minnesota, a public body corporate and politic organized under the laws of the State of Minnesota ("City") and by the Board of Water Commissioners of the City of Saint Paul Minnesota, a public body corporate and politic organized under the laws of the State of Minnesota ("Board").

WHEREAS, The City and the Board, are the beneficiaries of that certain perpetual easement to divert, take and draw water from Lake Baldwin in the County of Anoka, State of Minnesota, which easement is set forth as a recital on the certificates of title for the real property legally described on the attached **Exhibit A** (collectively, the "Burdened Property"), and which easement reads as follows:

...a perpetual easement held by the City of Saint Paul and Board of Water Commissioners of the City of Saint Paul to divert, take and draw water from Lake Baldwin in the County of Anoka, State of Minnesota, to supply the inhabitants of the City of Saint Paul.

(the "Easement").

WHEREAS, the City and the Board, for themselves, and their successors and assigns forever, have resolved to forever release the Burdened Property from the Easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Board each hereby declare as follows:

1. **Recitals Incorporated**. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Release of Easement**. The City and the Board hereby release the Burdened Property from the Easement, and hereby terminate all right, title and interest the City and the Board have in and to such Easement upon the Burdened Property.

3. Authorizing Resolutions. This Agreement has been executed pursuant to City Resolution No. _____ and Board Resolution No. _____, both of which are attached hereto as Exhibit B.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

5. Severability. If any provision of this Agreement or the application hereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

6. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective successors and assigns, and shall benefit the owners of the Property, their successors and assigns, forever.

7. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

8. Recordation. The parties consent to the recordation of this Agreement in the property records of Anoka County, Minnesota and to the deletion of the reference to the Easement from the Certificates of Title for the Burdened Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this Agreement, effective as of the date and year first above written.

(Remainder of Page Intentionally Blank; Signature Pages Follow)

CITY OF SAINT PAUL:

By _____
Kristin Beckmann, Deputy Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Kristin Beckman, the Deputy Mayor of the City of Saint Paul, a public body corporate
and politic organized under the laws of the State of Minnesota, on behalf of the City.

Notary Public

(seal)

CITY OF SAINT PAUL:

By _____
Shari Moore, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Shari Moore, the City Clerk of the City of Saint Paul, a public body corporate and
politic organized under the laws of the State of Minnesota, on behalf of the City.

Notary Public

(seal)

CITY OF SAINT PAUL:

By _____
Todd Hurley, Director
Office of Financial Service

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Todd Hurley, the Director of Office of Financial Service of the City of Saint Paul, a
public body corporate and politic organized under the laws of the State of Minnesota, on behalf
of the City.

Notary Public

(seal)

Approved as to form:

By _____
Assistant City Attorney
City of St. Paul

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL:**

By _____
Matt Anfang, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by Matt Anfang, the President of the Board of Water Commissioners of the City of Saint Paul, a public body corporate and politic organized under the laws of the State of Minnesota, on behalf of the Board.

Notary Public

(seal)

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL:**

By _____
Mollie Gagnelius, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Mollie Gagnelius, the Secretary of the Board of Water Commissioners of the City of
Saint Paul, a public body corporate and politic organized under the laws of the State of
Minnesota, on behalf of the Board.

Notary Public

(seal)

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

This instrument prepared by:

Vickie L. Loher-Johnson, Esq.
Monroe Moxness Berg PA
7760 France Avenue South, Suite 700
Minneapolis, MN 55435-5844

EXHIBIT A

Legal Descriptions of the Burdened Property

Parcel A:

The Southeast One Quarter (SE 1/4) of the Southwest One Quarter (SW 1/4) except the East Six Hundred (600) feet thereof, except the South Four Hundred (400) feet thereof and except the North Fifty (50) feet lying West of the East One Hundred fifty (150) feet thereof, Section Eleven (11), Township Thirty (30) North, Range Twenty-four (24) West, Anoka County, Minnesota.

Parcel B:

The East Six Hundred (600) feet of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Eleven (11), Township Thirty (30), Range Twenty-four (24), except the north Fifty (50) feet thereof, and except the South Four Hundred (400) feet thereof, Anoka County, Minnesota.

Parcel C:

The South 400 feet of the Southeast Quarter of the Southwest Quarter, in Section 11, Township 30 North, Range 24 West, Anoka County, Minnesota.

Torrens Property

EXHIBIT B
Resolutions of City and Board