

**DEDICATION OF PERPETUAL EASEMENT
FOR
SIDEWALK, DRAINAGE AND UTILITY PURPOSES**

This Dedication of Easement (the “Easement”) is made as of the _____ day of _____, 2025, by **University Realty Limited**, a Minnesota corporation (“Grantor”), in favor of the **City of Saint Paul, Minnesota**, a Minnesota municipal corporation (“Grantee”).

RECITALS

WHEREAS, Grantor is the fee owner of the real property described in Exhibit A, attached hereto (the “Property”).

WHEREAS, Grantor desires to convey to Grantee a sidewalk, drainage and utility easement (the “Public Sidewalk, Drainage, and Utility Easement”) over a portion of the Property, as described and depicted in Exhibit B, attached hereto (the “SDU Easement Area”), on the terms and conditions contained herein.

TERMS OF EASEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor, Grantor hereby agrees as follows:

1. Grant of Public Sidewalk, Drainage, and Utility Easement. Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over the SDU Easement Area for public sidewalk, drainage and utility purposes, subject to the terms and conditions hereof.

2. Scope of Easement. The Public Sidewalk, Drainage, and Utility Easement (the “Easement”) gives Grantee, its contractors, agents, and employees the right to access, locate, construct, operate, maintain, alter, repair and remove public facilities within the SDU Easement Area (the “Easement Area”). This Easement also includes Grantee’s right to cut, trim, or remove from the Easement Area any trees, shrubs, or other vegetation as in Grantee’s judgment unreasonably interfere with the use of the Easement Area.

3. Covenants of Grantor. Grantor covenants that it is well seized in fee of the Property, and has good right to sell and convey the same, free of all encumbrances but subject to matters of record. Grantor covenants that the above-granted Easement is in the quiet and peaceable possession of Grantee, subject to matters of record. Grantor will warrant and forever defend against all persons lawfully claiming the whole or any part thereof, subject to matters of record.

4. Grantor’s Use. Grantor reserves the right to use the Easement Area in a manner consistent with the rights herein granted, provided that such use shall not interfere with or disturb Grantee’s or the public’s use of the Easement Area for purposes outlined in Section 3.

5. Binding Effect. The terms and conditions of this Easement shall run with the land and be binding to the fullest extent of the law and equity on Grantor, its successors and assigns for the benefit of the public. The Easement shall remain in effect without limitation as to time.

2

EXHIBIT A

Legal Description of the Property

All those parts of Lots 8, 9, 10, 11, 12 and 13 in Jarvis' Subdivision of Lot No. 3 of Bass' Addition of Out Lots to St. Paul and all that part of Lot 2, Bass' Addition of Out Lots to the town of St. Paul, according to the plats thereof on file and of record in the office of the County Recorder in and for said County, and all that part of vacated Waverly Place, and of vacated Westminster Street, lying within a boundary line described as follows:

Commencing at the point of intersection of the centerline of University Avenue and the hereinafter described line designated as "Line A"; thence Westerly along the centerline of University Avenue a distance of 131.56 feet to a point; thence Southerly at right angles a distance of 30 feet to a point on the Southerly line of University Avenue, said point being the point of beginning of the boundary line to be described; thence Easterly along the arc of a circle to the right tangent to the Southerly line of University Avenue at said point of beginning with a radius of 67 feet for a distance of 98.64 feet to a point; thence Southerly along a straight line tangent to said arc to the point of intersection with a line which runs from the Southeasterly corner of Lot 1, as platted, Grey and Cobbs Subdivision of Lot No. 6 in Bass's Addition to Out Lots to Saint Paul, to the Southeast corner of said Lot 10; thence Southerly in a straight line and along the Westerly line of Lafayette Road to the Northeast corner of said Lot 11; thence Southerly, along a straight line run from the Northeast corner of said Lot 11 to a point on the South line of said Lot 2 distant 14 feet West (measured at right angles to the East line of Lot 2) from the Southeast corner of said Lot 2, to the intersection of said straight line with the North line of the South 40 feet of said Lot 2; thence Westerly along the North line of the South 40 feet of said Lot 2 to its intersection with a line run 184 feet Easterly of and parallel with the Westerly line of said Lot 2; thence Northerly along said parallel line and its Northerly extension to a point 20 feet Northerly of the South line of said Lot 13; thence Northwesterly in a straight line to a point on a line run 14 feet Easterly of and parallel with the West line of said Lot 13, said point being 62 feet Northerly, as measured along said parallel line, of the South line of said Lot 13; thence Northerly along said last mentioned parallel line and its Northerly extension to its intersection with the centerline of vacated Waverly Place; thence Westerly along said centerline a distance of 14 feet to its intersection with the Southerly extension of the Westerly line of said Lot 10; thence Northwesterly in a straight line to a point on the Southerly line of University Avenue that is distant 24 feet Westerly of the Easterly line of said Lot 8; thence Easterly along the Southerly line of University Avenue to the point of beginning.

"Line A"

Commencing at the intersection of the centerline of Grove Street with the original centerline of Lafayette Road; thence Northerly along the said centerline of Lafayette Road a distance of 531.17 feet; thence continuing Northerly on the extended aforesaid centerline for a distance of 309.64 feet to a point and there terminating.

Abstract Property

EXHIBIT B

Description and Depiction of the SDU Easement Area

Description:

A perpetual easement for sidewalk, drainage and utility purposes across the following described property:

All those parts of Lots 8, 9, 10, 11, 12 and 13 in Jarvis' Subdivision of Lot No. 3 of Bass' Addition of Out Lots to St. Paul and all that part of Lot 2, Bass' Addition of Out Lots to the town of St. Paul, according to the plats thereof on file and of record in the office of the County Recorder in and for said County, and all that part of vacated Waverly Place, and of vacated Westminster Street, lying within a boundary line described as follows:

Commencing at the point of intersection of the centerline of University Avenue and the hereinafter described line designated as "Line A"; thence Westerly along the centerline of University Avenue a distance of 131.56 feet to a point; thence Southerly at right angles a distance of 30 feet to a point on the Southerly line of University Avenue, said point being the point of beginning of the boundary line to be described; thence Easterly along the arc of a circle to the right tangent to the Southerly line of University Avenue at said point of beginning with a radius of 67 feet for a distance of 98.64 feet to a point; thence Southerly along a straight line tangent to said arc to the point of intersection with a line which runs from the Southeasterly corner of Lot 1, as platted, Grey and Cobbs Subdivision of Lot No. 6 in Bass's Addition to Out Lots to Saint Paul, to the Southeast corner of said Lot 10; thence Southerly in a straight line and along the Westerly line of Lafayette Road to the Northeast corner of said Lot 11; thence Southerly, along a straight line run from the Northeast corner of said Lot 11 to a point on the South line of said Lot 2 distant 14 feet West (measured at right angles to the East line of Lot 2) from the Southeast corner of said Lot 2, to the intersection of said straight line with the North line of the South 40 feet of said Lot 2; thence Westerly along the North line of the South 40 feet of said Lot 2 to its intersection with a line run 184 feet Easterly of and parallel with the Westerly line of said Lot 2; thence Northerly along said parallel line and its Northerly extension to a point 20 feet Northerly of the South line of said Lot 13; thence Northwesterly in a straight line to a point on a line run 14 feet Easterly of and parallel with the West line of said Lot 13, said point being 62 feet Northerly, as measured along said parallel line, of the South line of said Lot 13; thence Northerly along said last mentioned parallel line and its Northerly extension to its intersection with the centerline of vacated Waverly Place; thence Westerly along said centerline a distance of 14 feet to its intersection with the Southerly extension of the Westerly line of said Lot 10; thence Northwesterly in a straight line to a point on the Southerly line of University Avenue that is distant 24 feet Westerly of the Easterly line of said Lot 8; thence Easterly along the Southerly line of University Avenue to the point of beginning.

"Line A"

Commencing at the intersection of the centerline of Grove Street with the original centerline of Lafayette Road; thence Northerly along the said centerline of Lafayette Road a distance of 531.17 feet; thence continuing Northerly on the extended aforesaid centerline for a distance of 309.64 feet to a point and there terminating.

Said perpetual sidewalk, drainage and utility easement lying northerly of the following described line: Beginning at the northwest corner of said property; thence South 13 degrees 40 minutes 50 seconds East along the west line of said property 4.48 feet; thence North 89 degrees 48 minutes 51 seconds East 94.97 feet; thence South 85 degrees 02 minutes 28 seconds East 41.48 feet to the northeasterly line of said property and there terminating.

Depiction:

