



## 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
<b>Total Estimate of Market Value</b>	<b>\$10,000</b>

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)

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(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

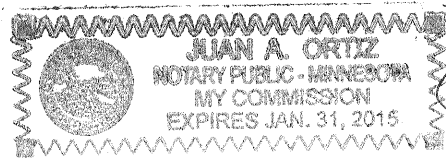
By Jean A. Pellow  
Its owner

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. 4<sup>th</sup> 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.

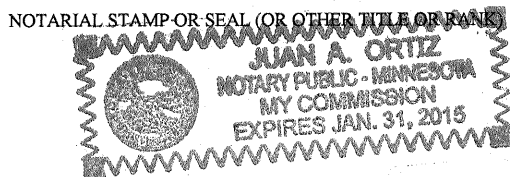
**This easement shall begin on 1st day April, 2014 and expire on the 1st day of January, 2015.**

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



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

JOB DATE: 2013  
JOB NUMBER: 20110072

NO.	DATE	BY	REVISION DESCRIPTION

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: \_\_\_\_\_ DATE: XX-XX-XXXX

NAME \_\_\_\_\_ REG. NO. XXX

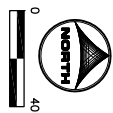
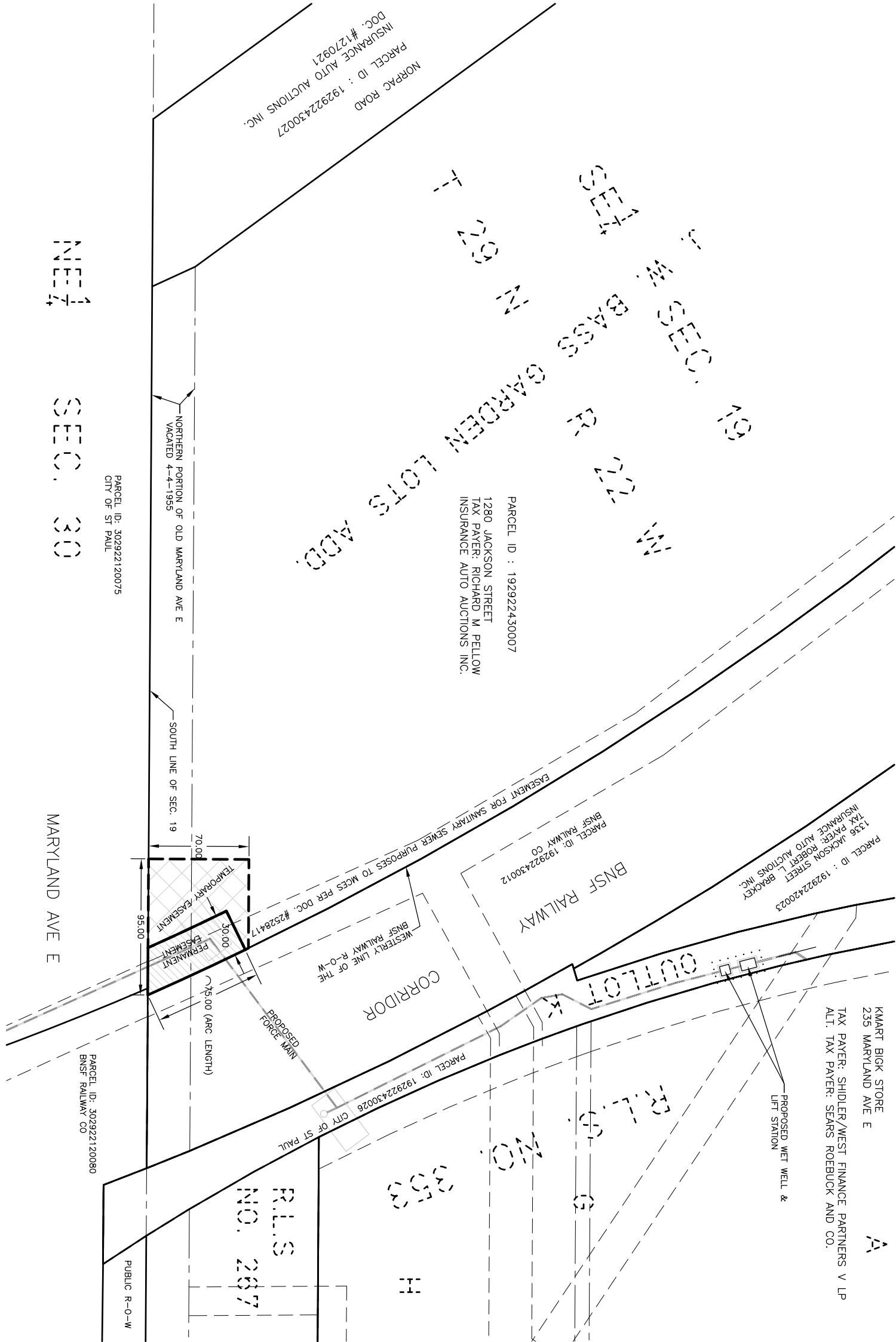
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HRGreen.com

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

CIVIL  
PROPOSED EASEMENTS

SHEET NO.  
ESMT-3W



-  PROPOSED PERMANENT UTILITY EASEMENT 2031 SQ. FT.
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT 3479 SQ. FT.
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING PROPERTY/TAX PARCEL LINE
-  EXISTING PROPERTY SUBDIVISION LINE
-  EXISTING EASEMENT LINE

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.

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:

Henry L. Member  
Minerva Capital LLC, General Partner  
Shelby West Finance Partners VLP.

Date:

1/4/2014

By:

Date:

**BUYER:**

By:

Mayor or Deputy Mayor

Date:

By:

Director Financial Services

Date:

By:

City Clerk

Date:

City Attorney (Form Approval)

# TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 4th day of January, 2013, by and between **Shidler West Finance Partners V, Limited Partnership**, 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").

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.

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 235 Maryland Avenue East 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

New York  
New York }

ss

By

Henry J. Cohen, member  
Its: President, Minerva Capital LLC General Partner  
Shidler West Finance Partners, V, LP  
and N/A  
Its:

The foregoing instrument was acknowledged before me this 4th day of JANUARY, 2013,  
by HENRY J COHEN, Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

CHRISTINE CLYNE  
Notary Public - State of New York  
NO. 01612222

Christine Clyne

# 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



9001 East Bloomington Freeway (35W) • Suite 118  
Bloomington, Minnesota 55420-3435  
952-881-2455 (Fax: 952-888-9526)  
[www.sunde.com](http://www.sunde.com)

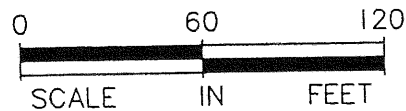
# EASEMENT SKETCH FOR: SAINT PAUL PARKS & RECREATION

Sheet 2 of 2 Sheets

Dated this 30th day of September, 2013

Certified by:

*Mark S. Hanson*  
Mark S. Hanson, P.L.S.  
Minn. Lic. No. 15480



SEWER EASEMENT PER BK.  
34 OF PLANS, PG. 37

NE'LY LINE OF SEWER  
EASEMENT PER BK. 34  
OF PLANS, PG. 37

UTILITY EASEMENT  
PER DOC. NO.  
707260 (TRACT G)

SEWER AND UTILITY  
EASEMENT PER  
DOC. NO. 898481

WATER MAIN EASEMENT  
PER DOC. NO. 584725

**PROPOSED TEMPORARY  
EASEMENT**

89,913 sq. ft.  
2.064 acres

W'LY LINE  
OF TRACT C

SEWER AND UTILITY EASEMENT  
PER DOC. NO. 891735

S'LY EXTENSION OF THE  
W'LY LINE OF TRACT C,  
R.L.S. NO. 353

N'LY EXTENSION OF THE  
E'LY LINE OF TRACT C,  
R.L.S. NO. 353

ARLINGTON BUSINESS  
PARK  
OUTLOT J

R.L.S. NO. 267  
TRACT 10

**SUNDE**  
LAND SURVEYING