
DEDICATION OF EASEMENT FOR PUBLIC USE

THIS DEDICATION OF EASEMENT FOR PUBLIC USE (this “Easement”) is made and entered into as of the ____ day of July, 2020, by **WSF Phase III A LLC**, a Minnesota limited liability company (“**Phase IIIA Grantor**”), and **WSF Phase III B Limited Partnership**, a Minnesota limited partnership (“**Phase IIIB Grantor**” and, together with Phase IIIA Grantor, “**Grantors**”), for the benefit of the **City of Saint Paul**, a political subdivision and municipal corporation of the State of Minnesota (“**Grantee**”).

RECITALS

- A. Phase IIIA Grantor is the fee owner of real property located in the City and legally described on **Exhibit A-1** attached hereto (the “**Phase IIIA Property**”).
- B. Phase IIIB Grantee is the fee owner of real property located in the City and legally described on **Exhibit A-2** attached hereto (the “**Phase IIIB Property**” and, together with the Phase IIIA Property, the “**Burdened Property**”).
- C. Grantors desire to grant to Grantee perpetual, permanent, nonexclusive easements through, over and across a portion of the Burdened Property for the purpose of a public trail and public green space.

EASEMENT

1. Grant of Trail Easement. Grantors do hereby give, grant, bargain and convey to Grantee, its successors and assigns, a permanent, nonexclusive easement for a public trail for walking and biking purposes, and ingress and egress access for Grantee sufficient and adequate to accommodate vehicles and equipment such as a sewer vacator truck, but for no other purpose (the “Trail Easement”), on, over, under and across that portion of the Burdened Property legally described on **Exhibit B-1** attached hereto and depicted on **Exhibit B-2** (the “**Trail Easement Area**”).
2. Grant of Green Space Easement. Phase IIIA Grantor does hereby give, grant, bargain and convey to Grantee, its successors and assigns, a permanent, nonexclusive easement for use as

public green space, but for no other purpose (the “**Green Space Easement**”), on, over, under and across that portion of the Burdened Property legally described on **Exhibit C-1** attached hereto and depicted on **Exhibit C-2** (the “Green Space Easement Area”).

3. Duration. Each of the Trail Easement and the Green Space Easement shall perpetually run with and burden the title to the Burdened Property for as long as Grantee uses the Trail Easement and the Green Space Easement for their respective purposes as described herein.

4. Use and Operation of Easement Areas.

(a) *Trail Easement.* Grantors shall repair, replace, and maintain the Trail Easement Area in good condition, ensuring that all landscaping and vegetation is in a live and thriving condition, trimmed and weed free and that the trail surface is in good condition for pedestrian and bike use and when and if requested by the City demarcating by striping or through other reasonable means bike lanes and pedestrian lanes. Grantors shall install any signs and directional markers in the Trail Easement Area required by Grantee’s rules and regulations or in conformance with Grantee’s customs and practices.

(b) *Green Space Easement Area.* Phase IIIA Grantor shall repair, replace, and maintain the Green Space Easement Area in good condition, ensuring that all landscaping and vegetation is in a live and thriving condition, trimmed and weed free. Phase IIIA Grantor shall provide, maintain, repair and replace picnic tables or comparable seating in the Green Space Easement Area as reasonably required by Grantee from time to time.

(c) *Maintenance Obligations.* Phase IIIA Grantor shall only be responsible for the repair, replacement, maintenance and operation of the Green Space Easement Area and that portion of the Trail Easement Area located on the Phase IIIA Property and shall not be responsible for the repair, replacement, maintenance or operation of that portion of the Trail Easement Area located on the Phase IIIB Property. Phase IIIB Grantor shall only be responsible for the repair, replacement, maintenance and operation of that portion of the Trail Easement Area located on the Phase IIIB Property and shall not be responsible for the repair, replacement, maintenance or operation of the Green Space Easement Area or that portion of the Trail Easement Area located on the Phase IIIA Property.

5. Temporary Closing. Nothing contained in this Easement shall prevent Grantors from temporarily closing off access to the Trail Easement Area or the Green Space Easement Area when necessary to permit repair and maintenance thereof, to prevent the public from acquiring prescriptive or other rights in the Trail Easement Area or the Green Space Easement Area, or to respond to any threats, harms, or damage to persons or property or general public or private safety.

6. Obligations to Third Parties. Nothing contained in this Easement is intended to or shall in any way create any obligation of any kind of the part of Grantors to any third parties or confer any benefits or protections of any kind on any third parties not otherwise existing at law or in equity.

7. Warranty of Title. Grantors covenant that they are the sole owners of fee simple absolute title to the Burdened Property, and that there are no encumbrances affecting title to the

Burdened Property other than those benefitting persons or entities that have consented in writing to this Easement. Grantors will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, mentioned herein.

8. Governing Law. This Easement is made and executed under, and in all respects is to be given and construed by, the laws of the State of Minnesota

[Signature Page to Follow.]

**SIGNATURE PAGE
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

IN WITNESS WHEREOF, Grantors have executed this Easement as of the day and year first above written.

PHASE IIIA GRANTOR:

WSF PHASE III A LLC, a Minnesota
limited liability company

By: _____
Christopher L. Sherman
Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of July, 2020, by Christopher L. Sherman, the Vice President of WSF Phase III A LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

**SIGNATURE PAGE
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

IN WITNESS WHEREOF, Grantors have executed this Easement as of the day and year first above written.

PHASE IIIB GRANTOR:

WSF PHASE III B LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: **WSF Phase III B LLC**, a Minnesota limited liability company, its General Partner

By: _____
Christopher L. Sherman
Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of July, 2020, by Christopher L. Sherman, the Vice President of WSF Phase III B LLC, a Minnesota limited liability company, the general partner of WSF Phase III B Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public

Drafted By:

Sherman Associates, Inc.
233 Park Avenue South, Suite 201
Minneapolis, MN 55415

**EXHIBIT A-1
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

Legal Description of IIIA Property

Lot 1, Block 1, West Side Flats Phase III.

Ramsey County, Minnesota
Torrens Property

**EXHIBIT A-2
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

Legal Description of IIB Property

Lot 2, Block 1, West Side Flats Phase III.

Ramsey County, Minnesota
Torrens Property

**EXHIBIT B-1
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

**Trail Easement Area
Legal Description**

A strip of land in Lots 1 and 2, Block 1, WEST SIDE FLATS PHASE III, Ramsey County, Minnesota, lying to the right of the following described line;

Commencing at the southwest corner of said Lot 2; thence on an assumed bearing of North 58 degrees 53 minutes 48 seconds East, along the southeasterly line of said Lot 2, a distance of 66.30 feet to the point of beginning of the line to be described; thence North 34 degrees 34 minutes 09 seconds West 12.36 feet; thence northerly 43.06 feet along a tangential curve, concave to the east, having a radius of 60.00 feet and a central angle of 41 degrees 06 minutes 56 seconds; thence North 06 degrees 32 minutes 47 seconds East, tangent to said curve, 15.86 feet; thence northerly 18.38 feet along a tangential curve, concave to the west, having a radius of 55.00 feet and a central angle of 19 degrees 08 minutes 50 seconds; thence North 12 degrees 36 minutes 03 seconds West, tangent to said curve, 18.40 feet; thence northerly 13.93 feet along a tangential curve, concave to the east, having a radius of 36.00 feet and a central angle of 22 degrees 09 minutes 57 seconds; thence North 09 degrees 33 minutes 54 seconds East, tangent to said curve, 18.39 feet; thence northerly 47.79 feet along a tangential curve, concave to the west, having a radius of 82.00 feet and a central angle of 33 degrees 23 minutes 27 seconds; thence continue northerly 22.99 feet along a reverse curve, concave to the east, having a radius of 39.00 feet and a central angle of 33 degrees 46 minutes 36 seconds; thence continue northerly 40.25 feet along a reverse curve, concave to the west, having a radius of 80.00 feet and a central angle of 28 degrees 49 minutes 44 seconds; thence North 18 degrees 52 minutes 42 seconds West, tangent to said curve, 11.88 feet; thence northerly 31.27 feet along a tangential curve, concave to the east, having a radius of 453.31 feet and a central angle of 03 degrees 57 minutes 10 seconds; thence continue northerly 181.12 feet along a compound curve, concave to the east, having a radius of 755.00 feet and a central angle of 13 degrees 44 minutes 43 seconds; thence North 01 degree 10 minutes 49 seconds West, tangent to said curve, 25.21 feet to a point hereinafter referred to as Point A; thence northeasterly 123.42 feet along a tangential curve, concave to the southeast, having a radius of 96.88 feet and a central angle of 72 degrees 59 minutes 43 seconds; to a point hereinafter referred to as Point B; thence continue northeasterly 33.10 feet along a reverse curve, concave to the northwest, having a radius of 136.00 feet and a central angle of 13 degrees 56 minutes 38 seconds; to a point hereinafter referred to as Point C; thence continue northeasterly 28.76 feet along a compound curve, concave to the northwest, having a radius of 136.00 feet and a central angle of 12 degrees 06 minutes 59 seconds; thence continue northeasterly 23.39 feet along a reverse curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 13 degrees 24 minutes 13 seconds; thence North 59 degrees 10 minutes 11 seconds East, tangent to said curve 42.34 feet, to a point 12.00 feet southwesterly of a northeasterly line of said Lot 1; thence North 30 degrees 50 minutes 35 seconds West, parallel with said northeasterly line of Lot 1, a distance of 28.90 feet to a northeasterly line of said Lot 1 and said line there terminating;

From the point of beginning to Point A, said easement lies 10.00 feet to the right of said line.

From Point A to Point B, said easement diverges from 10.00 feet to 12.00 feet to the right side of said line.

From Point B to the point of termination, said easement lies 12.00 feet to the right side of said line.

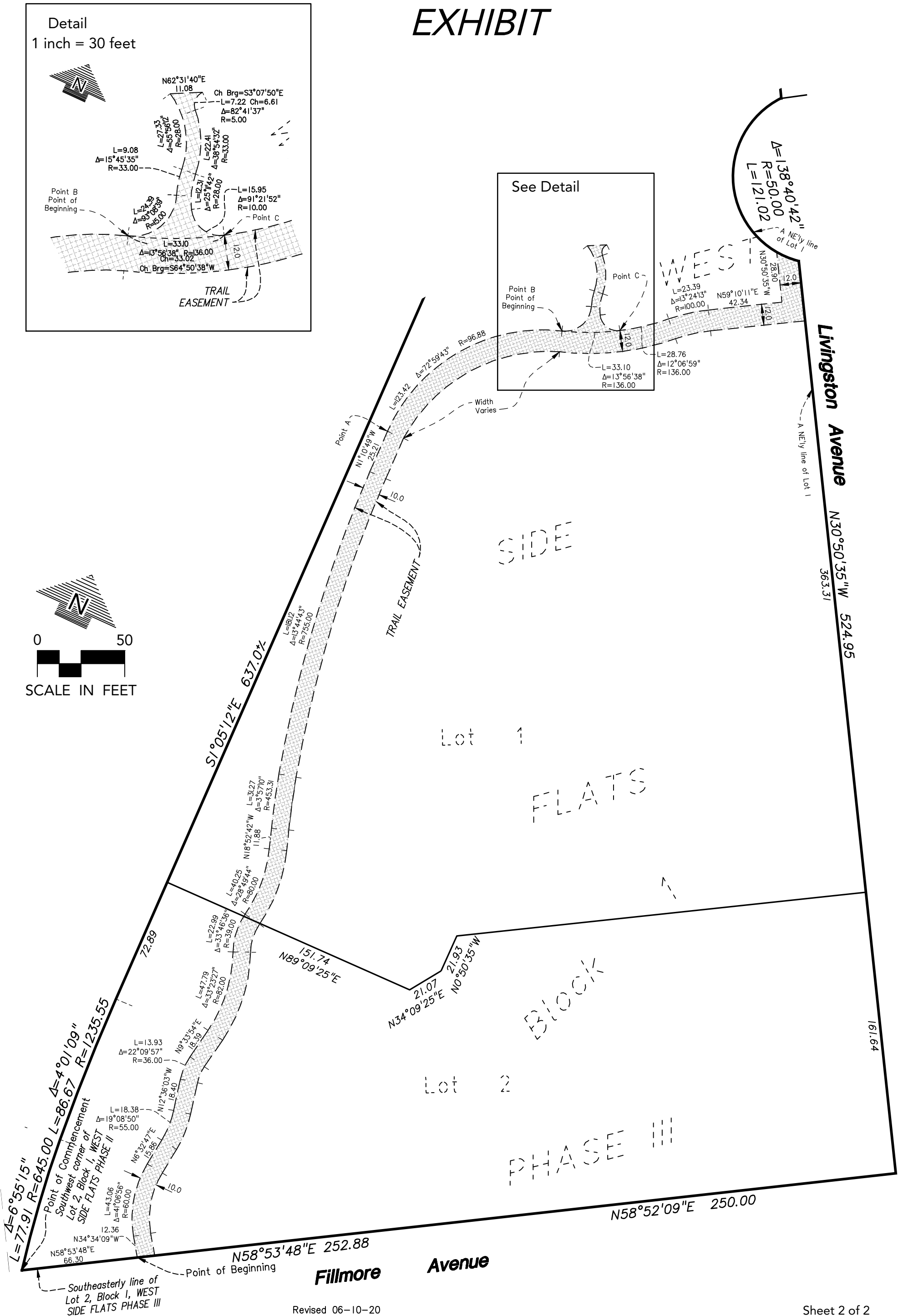
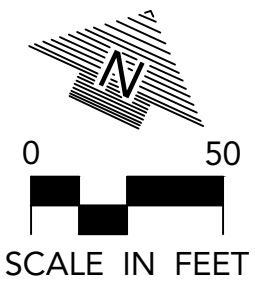
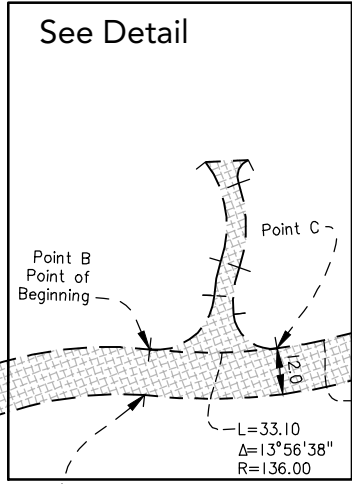
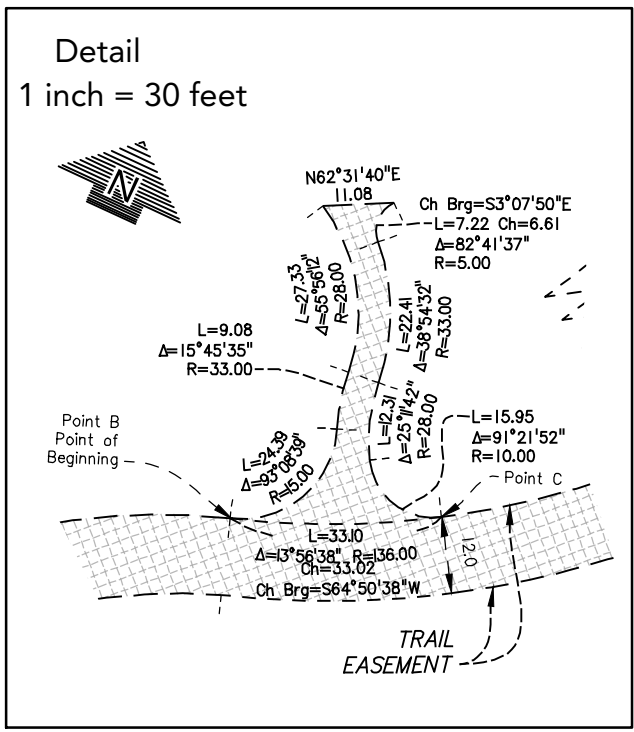
**EXHIBIT B-2
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

**Trail Easement Area
Depiction**

(attached)

EXHIBIT

Detail
1 inch = 30 feet



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Revised 06-10-20

Sheet 2 of 2

I hereby certify that this survey, 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.

Max L. Stanislawski

05/22/20
Date

Max L. Stanislawski - PLS License No. 48988

 DENOTES TRAIL EASEMENT
8,732 SQ. FT.

 **LOUCKS**

Loucks Project No. 031481

**EXHIBIT C-1
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

**Green Space Easement Area
Legal Description**

That part of Lot 1, Block 1, WEST SIDE FLATS PHASE III, Ramsey County, Minnesota, described as follows:

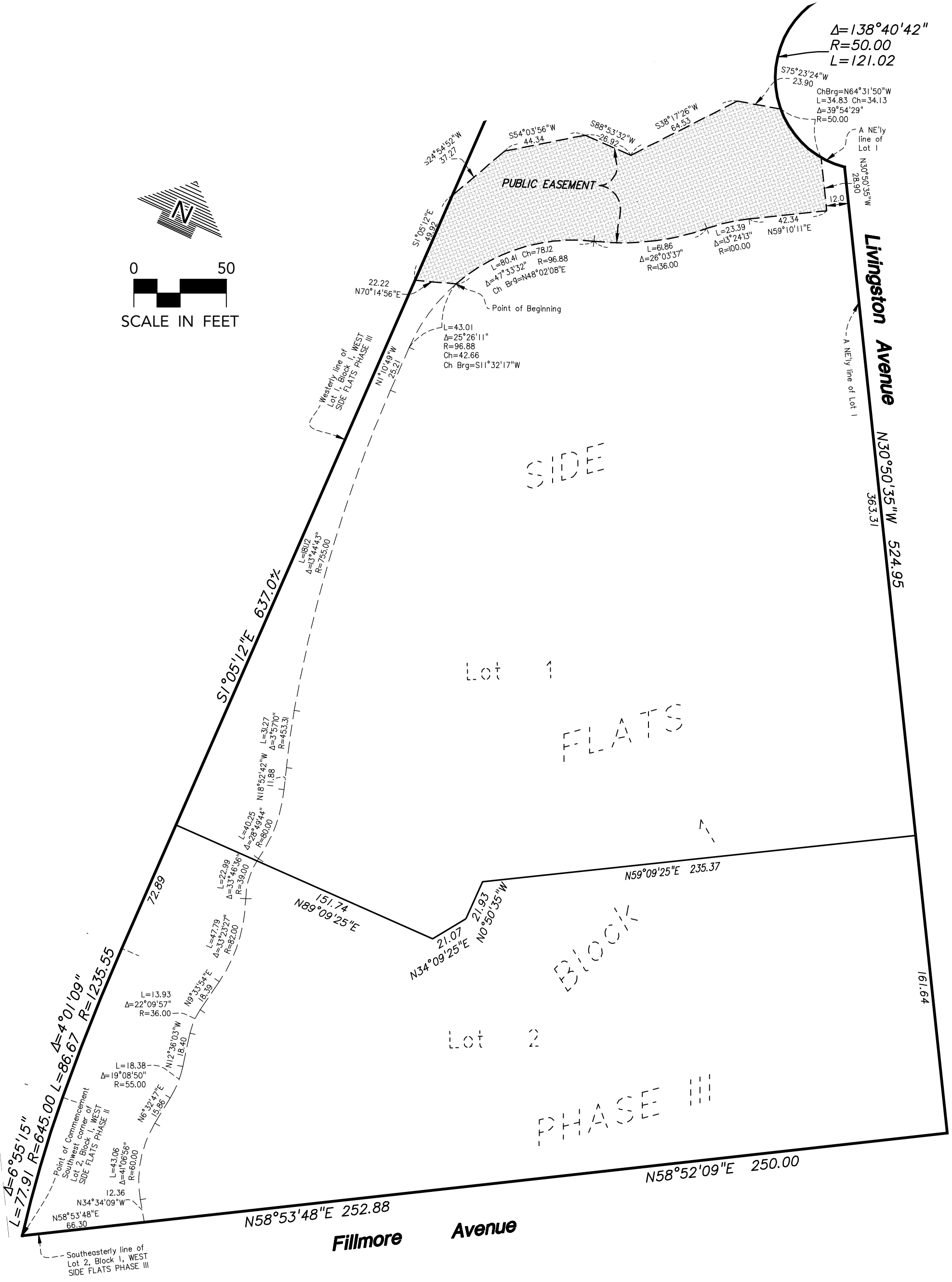
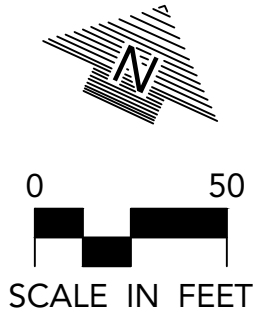
Commencing at the southwest corner of said Lot 2; thence on an assumed bearing of North 58 degrees 53 minutes 48 seconds East, along the southeasterly line of said Lot 2, a distance of 66.30 feet; thence North 34 degrees 34 minutes 09 seconds West 12.36 feet; thence northerly 43.06 feet along a tangential curve, concave to the east, having a radius of 60.00 feet and a central angle of 41 degrees 06 minutes 56 seconds; thence North 06 degrees 32 minutes 47 seconds East, tangent to said curve, 15.86 feet; thence northerly 18.38 feet along a tangential curve, concave to the west, having a radius of 55.00 feet and a central angle of 19 degrees 08 minutes 50 seconds; thence North 12 degrees 36 minutes 03 seconds West, tangent to said curve, 18.40 feet; thence northerly 13.93 feet along a tangential curve, concave to the east, having a radius of 36.00 feet and a central angle of 22 degrees 09 minutes 57 seconds; thence North 09 degrees 33 minutes 54 seconds East, tangent to said curve, 18.39 feet; thence northerly 47.79 feet along a tangential curve, concave to the west, having a radius of 82.00 feet and a central angle of 33 degrees 23 minutes 27 seconds; thence continue northerly 22.99 feet along a reverse curve, concave to the east, having a radius of 39.00 feet and a central angle of 33 degrees 46 minutes 36 seconds; thence continue northerly 40.25 feet along a reverse curve, concave to the west, having a radius of 80.00 feet and a central angle of 28 degrees 49 minutes 44 seconds; thence North 18 degrees 52 minutes 42 seconds West, tangent to said curve, 11.88 feet; thence northerly 31.27 feet along a tangential curve, concave to the east, having a radius of 453.31 feet and a central angle of 03 degrees 57 minutes 10 seconds; thence continue northerly 181.12 feet along a compound curve, concave to the east, having a radius of 755.00 feet and a central angle of 13 degrees 44 minutes 43 seconds; thence North 01 degree 10 minutes 49 seconds West, tangent to said curve, 25.21 feet; thence northeasterly 43.01 feet along a tangential curve, concave to the southeast, having a radius of 96.88 feet and a central angle of 25 degrees 26 minutes 11 seconds to the point of beginning of the land to be described; thence continue northeasterly 80.41 feet along a compound curve, concave to the southeast, having a radius of 96.88 feet and a central angle of 47 degrees 33 minutes 32 seconds; thence continue northeasterly 61.86 feet along a reverse curve, concave to the northwest, having a radius of 136.00 feet and a central angle of 26 degrees 03 minutes 37 seconds; thence continue northeasterly 23.39 feet along a reverse curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 13 degrees 24 minutes 13 seconds; thence North 59 degrees 10 minutes 11 seconds East, tangent to said curve 42.34 feet, to a point 12.00 feet southwesterly of a northeasterly line of said Lot 1; thence North 30 degrees 50 minutes 35 seconds West, parallel with said northeasterly line of Lot 1, a distance of 28.90 feet to a northeasterly line of said Lot 1; thence northwesterly 34.83 feet along a non-tangential curve and said northeasterly line of Lot 1, concave to the northeast, having a radius of 50.00 feet, a central angle of 39 degrees 54 minutes 29 seconds, a chord bearing of North 64 degrees 31 minutes 50 seconds West and a chord distance of 34.13 feet; thence South 75 degrees 23 minutes 24 seconds West, not tangent to last described curve, 23.90 feet; thence South 38 degrees 17 minutes 26 seconds West 64.53 feet; thence South 88 degrees 53 minutes 32 seconds West 26.92 feet; thence South 54 degrees 03 minutes 56 seconds West 44.34 feet; thence South 24 degrees 54 minutes 52 seconds West 37.27 feet, to the west line of said Lot 1; thence South 01 degree 05 minutes 12 seconds East, along said west line of Lot 1, a distance of 49.92 feet; thence North 70 degrees 14 minutes 56 seconds East 22.22 feet to the point of beginning.

**EXHIBIT C-2
TO
DEDICATION OF EASEMENT FOR PUBLIC USE**

**Green Space Easement Area
Depiction**

(attached)

EXHIBIT




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I hereby certify that this survey, 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.

Max L. Stanislawski

Max L. Stanislawski - PLS License No. 48988 Date 06/16/20

 DENOTES PUBLIC EASEMENT
 11,229 SQ. FT.



Loucks Project No. 03148I