

**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 **BMM Properties, LLC**, a Minnesota limited liability 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.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the date and year first above written.

BMM Properties LLC,
a Minnesota limited liability corporation
Grantor

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of BMM Properties LLC, a Minnesota limited liability corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

PREPARED BY AND UPON
RECORDING RETURN TO:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4th St., Rm. 1000
St. Paul, MN 55102
651-266-8850

EXHIBIT A

Legal Description of the Property

Lots 1, 2, 3, 4, 14 and 15, those parts of Lots 12 and 13, Block 2, Dayton's Addition, and that part of the adjoining alley, vacated, all described as beginning at the Northeast corner of said Block 2, which point is marked by a Judicial Landmark; thence West along the North line of said Block 2 a distance of 144.52 feet to the Northwest corner of said Lot 4, which point is marked by a Judicial Landmark; thence Southerly 159.67 feet along the West line of said Lot 4 and its extension to an intersection with the center line of the adjoining alley, vacated, which point is marked by a Judicial Landmark; thence West along said center line 5.13 feet, which point is marked by a Judicial Landmark; thence Southerly 10 feet along a line, hereinafter designated line A, which line if extended would intersect the South line of said Lot 12 at a point 148.86 feet West from the Southeast corner of said Block 2, which point 10 feet South from said center line is marked by a Judicial Landmark; thence continuing South along said line A to an intersection with the extension West of the South line of said Lot 15; thence East along said South line of Lot 15 and its extension to an intersection with a line extending from a point on the South line of Lot 16 in said Block 2 distant 98.37 feet West from the Southeast corner of said Block 2 to a point on the North line of said Lot 14 distant 98.55 feet West from the Northeast corner of said Lot 14, which point of intersection on the South line of said Lot 15 is marked by a Judicial Landmark; thence continuing East along the South line of said Lot 15 to the Southeast corner of said Lot 15, which corner is marked by a Judicial Landmark; thence North along the East line of said Block 2 a distance of 269 feet to the place of beginning; except those parts of said Lots 1 and 4 lying Northerly of a line extending from a point on the West line of Pine Street 3 feet South of the South line of University Avenue to a point in Lot 6 in said Block 2 distant 14.8 feet South of the South line of University Avenue and 20.3 feet East of the East line of Mississippi Street. (All Judicial Landmarks were set pursuant to District Court Case No. 10328.), Ramsey County, Minnesota.

Torrens Property

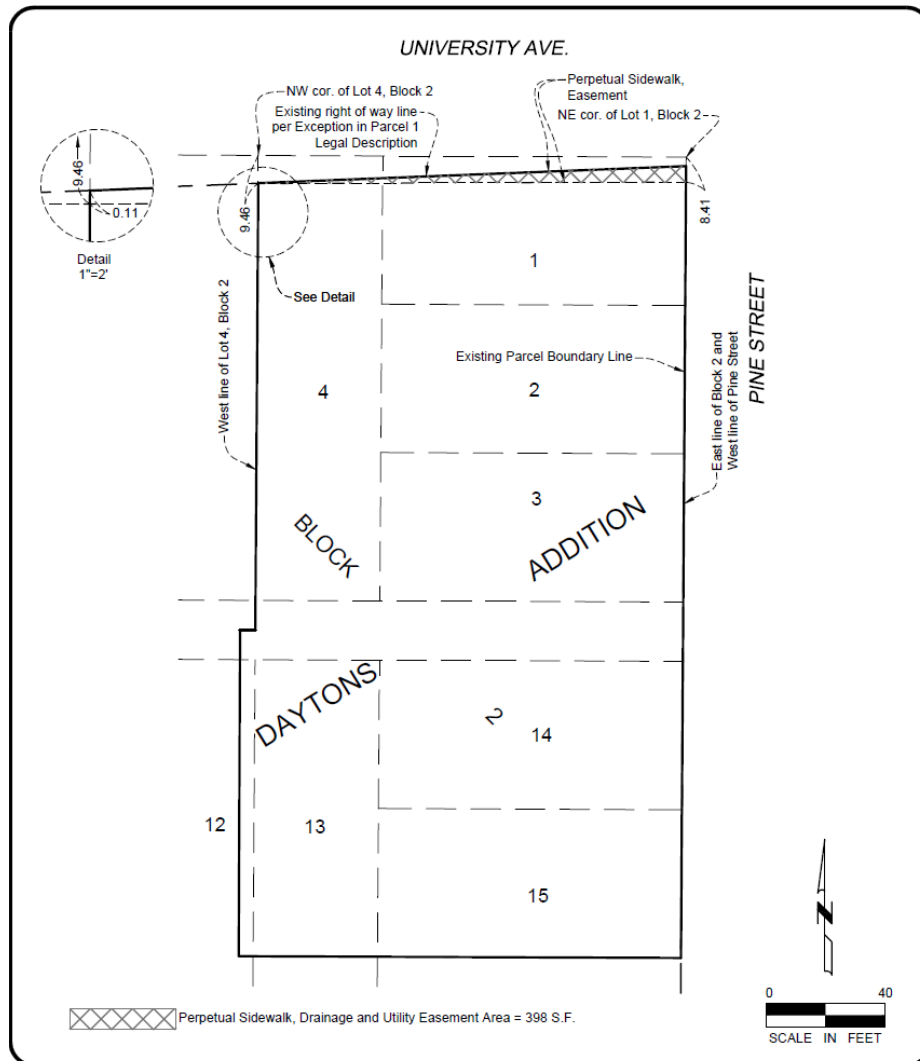
EXHIBIT B

Description and Depiction of the SDU Easement Area

Description:

A perpetual sidewalk, drainage and utility easement being that part of said Property lying north of a line drawn from a point on the west line of said Lot 4 distant 9.46 feet south of the northwest corner of said Lot 4 to a point on the east line of said Lot 1 distant 8.41 feet south of the northeast corner of said Lot 1.

Depiction:



 Kaskaskia Engineering Group LLC 2550 University Avenue West Suite 1615 St. Paul, Minnesota 55114 Office: (651) 557-5652 www.kaskaskiaeng.com	Parcel 1 PID - 312922140049	Date: 07/23/2025	PROJ. NO. 24-1064.00
	University Avenue - Perpetual Sidewalk Easement Acquisition		SHEET 1 of 2
			BOOK/PAGE 321/023