

**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 **Gemini L.L.C.**, a Minnesota limited liability company (“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.

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EXHIBIT A

Legal Description of the Property

The North 70 feet of the South 191 feet of all those parts of Lot 4 and the South 9 feet of Lots 2 and 3, Block 2, Paterson's Addition to the town of St. Paul, lying Westerly of the following described line: Beginning in the South line of said Lot 4 at a point thereon distant 97 feet East measured along said South line from the Southwest corner of said Lot 4, thence North in a straight line parallel with and distant 97 feet East of the West line of said Lot 4 for 120 feet to a point, thence Northerly on curve to the left having a radius of 469.34 feet to a point in the North line of said South 9 feet of Lots 2 & 3 distant 84 feet East and measured along said North line from West line of said Lot 3.

Also

All those parts of Lot 4 and the South 9 feet of Lots 2 and 3, Block 2, Paterson's Addition to St. Paul and that part of vacated 14th Street (formerly known as Nash Alley) lying Westerly of the following described line: Beginning on the South line of said Lot 4, at a point therein distant 97 feet East, measured along said South line, from the Southwest corner of said Lot 4; thence North in a straight line parallel with and distant 97 feet East of the West line of said Lot 4, for 120 feet to a point thence Northerly on a curve to the left having a radius of 469.34 feet to a point on the North line of said South 9 feet of Lots 2 and 3, distant 84 feet East measured along said North line from the West line of said Lot 3, except the South 191 feet thereof, Ramsey County, Minnesota.

Abstract Property

EXHIBIT B

Description and Depiction of the SDU Easement Area

A perpetual easement for sidewalk, drainage and utility purposes over and across the North 8 feet of the following described property:

The North 70 feet of the South 191 feet of all those parts of Lot 4 and the South 9 feet of Lots 2 and 3, Block 2, Paterson's Addition to the town of St. Paul, lying Westerly of the following described line: Beginning in the South line of said Lot 4 at a point thereon distant 97 feet East measured along said South line from the Southwest corner of said Lot 4, thence North in a straight line parallel with and distant 97 feet East of the West line of said Lot 4 for 120 feet to a point, thence Northerly on curve to the left having a radius of 469.34 feet to a point in the North line of said South 9 feet of Lots 2 & 3 distant 84 feet East and measured along said North line from West line of said Lot 3.

Also

All those parts of Lot 4 and the South 9 feet of Lots 2 and 3, Block 2, Paterson's Addition to St. Paul and that part of vacated 14th Street (formerly known as Nash Alley) lying Westerly of the following described line: Beginning on the South line of said Lot 4, at a point therein distant 97 feet East, measured along said South line, from the Southwest corner of said Lot 4; thence North in a straight line parallel with and distant 97 feet East of the West line of said Lot 4, for 120 feet to a point thence Northerly on a curve to the left having a radius of 469.34 feet to a point on the North line of said South 9 feet of Lots 2 and 3, distant 84 feet East measured along said North line from the West line of said Lot 3, except the South 191 feet thereof, Ramsey County, Minnesota.

EXHIBIT B (continued)

Description and Depiction of the SDU Easement Area

