

**DEDICATION OF PERPETUAL EASEMENT
FOR
PUBLIC RIGHT-OF-WAY, SIDEWALK, DRAINAGE AND UTILITY PURPOSES**

This Dedication of Easement (the “Easement”) is made as of the _____ day of _____, 2025, by **Meritex Enterprises, Inc.**, 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 public right-of-way easement (the “Public Right-of-Way Easement”) over a portion of the Property, as described and depicted in Exhibit B, attached hereto (the “ROW Easement Area”), on the terms and conditions contained herein.

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 C, 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 Right-of-Way Easement. Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over the ROW Easement Area for public right-of-way purposes, subject to the terms and conditions hereof.

2. 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.

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

4. 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 Easements are 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.

5. Grantor's Use. Grantor reserves the right to use the Easement Areas 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 Areas for purposes outlined in Section 3.

6. 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 Easements shall remain in effect without limitation as to time.

[Signature Page Follows. Remainder of Page Left Intentionally Blank.]

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

MERITEX ENTERPRISES, INC.,
Grantor

Approved as to form:

Assistant County Attorney

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of Meritex Enterprises, Inc., 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

Those portions of Lots 4 and 5, Block 2, and vacated portions of E. University Avenue (14th Street) adjacent to Lots 1, 2, and 3 in said Block 2, Paterson's Addition to the City of St. Paul, Ramsey County, Minnesota, described as follows, to-wit:

Beginning at the intersection of the South Right-of-Way line of E. University Avenue, as now located and constructed, with the West Right-of-Way line of Olive Street, according to the recorded plat thereof; thence Southerly along said West Right-of-Way line of Olive Street a distance of 229.00 feet to the point of intersection with the North Right-of-Way line of E. 13th Street. according to the recorded plat thereof; thence Westerly along said North Right-of-Way line of E. 13th Street, a distance of 139.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance 116.0 feet; thence Westerly parallel with said North Right-of-Way of E. 13th Street a distance of 14.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance of 4.0 feet to the beginning of a curve to the left, concave to the West, having a radius of 469.34 feet; thence Northerly along the arc of said curve to the point of intersection with said South Right-of-Way line of E. University Avenue; thence Easterly along said South Right-of-Way line to the point of beginning.

Abstract Property

EXHIBIT B

Description and Depiction of the ROW Easement Area

Description:

A perpetual easement for right of way purposes over and across the following described property:

Those portions of Lots 4 and 5, Block 2, and vacated portions of E. University Avenue (14th Street) adjacent to Lots 1, 2, and 3 in said Block 2, Paterson's Addition to the City of St. Paul, Ramsey County, Minnesota, described as follows, to-wit:

Beginning at the intersection of the South Right-of-Way line of E. University Avenue, as now located and constructed, with the West Right-of-Way line of Olive Street, according to the recorded plat thereof; thence Southerly along said West Right-of-Way line of Olive Street a distance of 229.00 feet to the point of intersection with the North Right-of-Way line of E. 13th Street according to the recorded plat thereof; thence Westerly along said North Right-of-Way line of E. 13th Street, a distance of 139.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance 116.0 feet; thence Westerly parallel with said North Right-of-Way of E. 13th Street a distance of 14.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance of 4.0 feet to the beginning of a curve to the left, concave to the West, having a radius of 469.34 feet; thence Northerly along the arc of said curve to the point of Right-of-Way line of E. University Avenue; thence Easterly along said South Right-of-Way line to the point of beginning.

Said perpetual right of way easement lies easterly and northeasterly of the following described line:

Beginning at a point on the north line of said property 19.17 feet west of the northeast corner of said property; thence southerly, at a right angle to said north line, 8 feet; thence southeasterly to a point on the east line of said property, distant 27.13 feet south of said northeast corner and there terminating.

EXHIBIT B (cont'd)

Depiction:

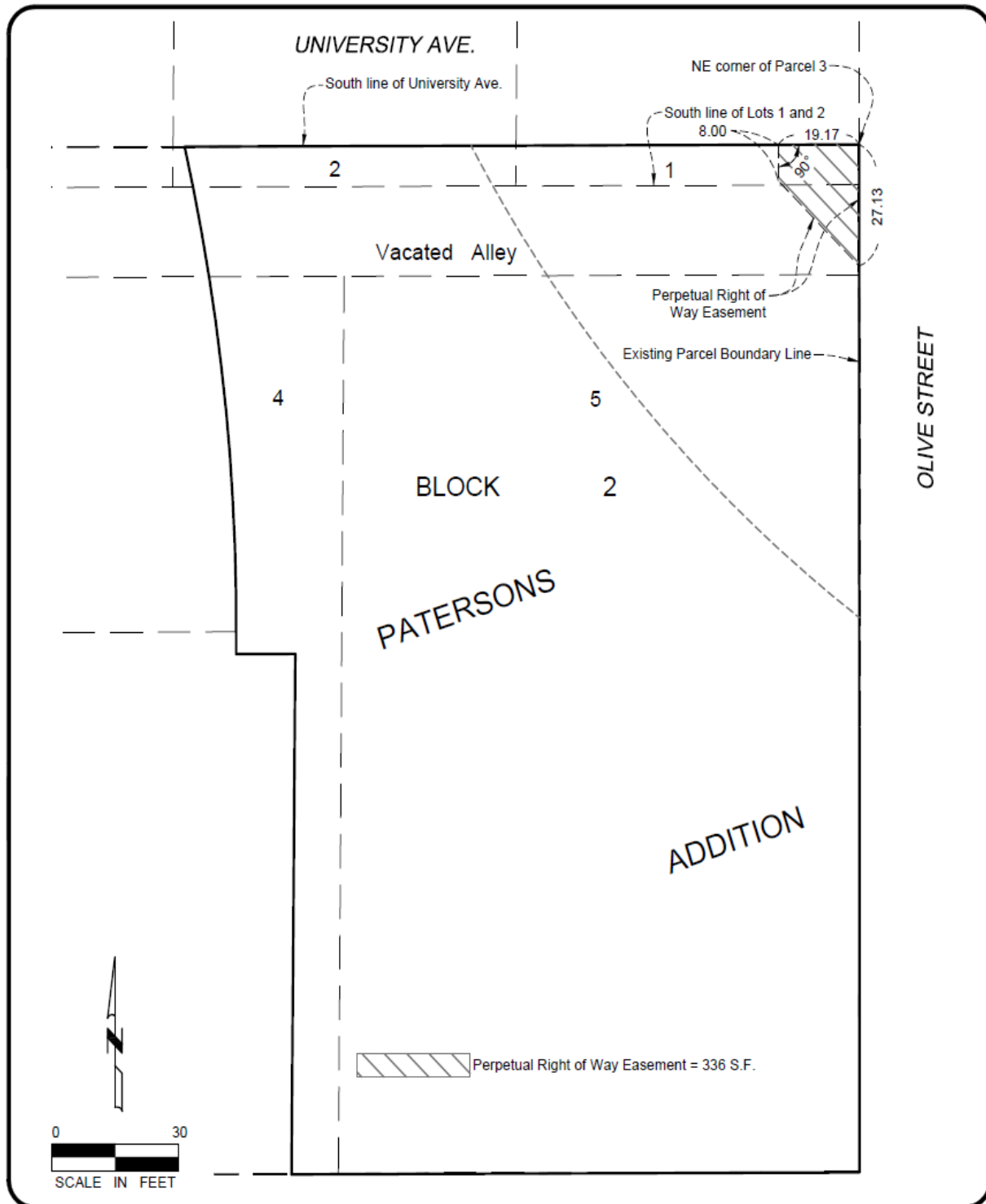


EXHIBIT C

Description and Depiction of the SDU Easement Area

Description:

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

Those portions of Lots 4 and 5, Block 2, and vacated portions of E. University Avenue (14th Street) adjacent to Lots 1, 2, and 3 in said Block 2, Paterson's Addition to the City of St. Paul, Ramsey County, Minnesota, described as follows, to-wit:

Beginning at the intersection of the South Right-of-Way line of E. University Avenue, as now located and constructed, with the West Right-of-Way line of Olive Street, according to the recorded plat thereof; thence Southerly along said West Right-of-Way line of Olive Street a distance of 229.00 feet to the point of intersection with the North Right-of-Way line of E. 13th Street according to the recorded plat thereof; thence Westerly along said North Right-of-Way line of E. 13th Street, a distance of 139.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance 116.0 feet; thence Westerly parallel with said North Right-of-Way of E. 13th Street a distance of 14.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance of 4.0 feet to the beginning of a curve to the left, concave to the West, having a radius of 469.34 feet; thence Northerly along the arc of said curve to the point of Right-of-Way line of E. University Avenue; thence Easterly along said South Right-of-Way line to the point of beginning.

Said perpetual sidewalk, drainage and utility easement being the North 8 feet of said property lying west of the following described line:

Beginning at a point on the north line of said property 19.17 feet west of the northeast corner of said property; thence southerly, at a right angle to said north line, 8 feet.

EXHIBIT C (cont'd)

Depiction:

