

SANITARY SEWER EASEMENT

This Sanitary Sewer Easement ("Easement") is made as of the 28th day of March, 2023, by **2315 Highland Parkway, LLC**, a Minnesota limited liability company ("2315 HP"), **Paster Doneda, LLC**, a Minnesota limited liability company ("Paster"), and **Doneda Apartments, LLC**, a Minnesota limited liability company ("Doneda") in favor of the **City of Saint Paul, Minnesota**, a Minnesota municipal corporation (the "City"). 2315 HP, Paster, and Doneda are sometimes collectively referred to herein as the "Grantors".

RECITALS

WHEREAS, 2315 HP is the fee owner of the real property described in Exhibit A, attached hereto (the "2315 Property"), and Paster and Doneda, as tenants-in-common, are the fee owners of the real property described in Exhibit B, attached hereto (the "Apartments Property"). The 2315 Property and the Apartments Property are sometimes collectively referred to herein as the "Property".

WHEREAS, Grantors desire to grant to the City an easement over a portion of the Property described in Exhibit C and depicted in Exhibit D, each attached hereto (the "Easement Area"), on the terms and conditions contained herein.

TERMS OF EASEMENT

1. Grant of Easement. For good and valuable consideration, the receipt of which is acknowledged by Grantors, Grantors grant and convey to the City a perpetual non-exclusive easement over the Easement Area for public sanitary sewer purposes, subject to the terms and conditions hereof.

2. Scope of Easement. The easement for sanitary sewer purposes granted herein includes the right of the City, its contractors, agents, and employees to access, locate, construct, operate, maintain, alter and repair public sanitary sewer facilities within the Easement Area. The easement granted herein also includes the right to cut, trim, or remove from the Easement Area any trees, shrubs, or other vegetation as in the City's judgment unreasonably interfere with the easement or improvements of the City.

3. Covenants of Grantors. 2315 HP covenants that it is well seized in fee of the 2315 Property, and has good right to sell and convey the easement granted herein, to the extent located upon the 2315 Property, free of all encumbrances, except matters of record, to which said easement shall be subject. 2315 HP will warrant and forever defend the City against all persons lawfully claiming the whole or any part of the Easement Area within the 2315 Property, except with respect to 2315 HP's retained rights in the Easement Area, and subject to matters of record.

Paster and Doneda covenant that they are well seized in fee of the Apartments Property, and have good right to sell and convey the easement granted herein, to the extent located upon the Apartments Property, free of all encumbrances, except matters of record, to which said easement

shall be subject. Paster and Doneda will warrant and forever defend the City against all persons lawfully claiming the whole or any part of the Easement Area within the Apartments Property, except with respect to Paster's and Doneda's retained rights in the Easement Area, and subject to matters of record.

4. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

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

2315 Highland Parkway, LLC,
a Minnesota limited liability company

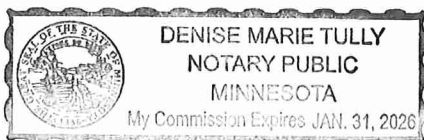
By: 
Name: Howard A. Paster
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The forgoing instrument was acknowledged before me on this 28th day of March, 2023, by Howard A. Paster, the President of 2315 Highland Parkway, LLC, a Minnesota limited liability company, on behalf of the limited liability company.


Notary Public

My Commission Expires: 1/31/2026



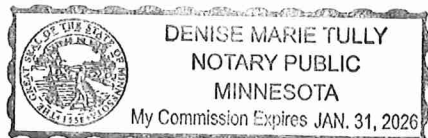
Paster Doneda, LLC,
a Minnesota limited liability company

By: 
Name: Howard A. Paster
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The forgoing instrument was acknowledged before me on this 28th day of March,
2023, by Howard A. Paster, the President of Paster Doneda, LLC, a Minnesota limited liability
company, on behalf of the limited liability company.


Notary Public



My Commission Expires: 1/31/2026

SIGNATURE PAGE TO SANITARY SEWER EASEMENT

Doneda Apartments, LLC,
a Minnesota limited liability company

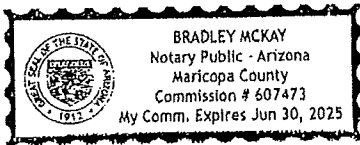
By: Gerald E. Frisch
Name: Gerald E. Frisch
Its: Chief Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The forgoing instrument was acknowledged before me on this 28th day of March, 2023, by Gerald E. Frisch, the Chief Manager of Doneda Apartments, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Bradley McKay
Notary Public

My Commission Expires: 06/30/2025



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
651-266-8854

SIGNATURE PAGE TO SANITARY SEWER EASEMENT

EXHIBIT A

Legal Description of 2315 Property

Lot 8, except the Northerly 12.50 feet thereof, all of Lot 9, and Lot 10, except the Southerly 7 feet thereof, Block 2, Edgecliffe Addition No. 2

Ramsey County, Minnesota.

EXHIBIT B

Legal Description of Apartments Property

Lots 6 and 7 and the North 12.50 feet of Lot 8 Block 2, Edcliffe Addition No. 2
Ramsey County, Minnesota.

EXHIBIT C

Legal Description of Easement Area

[CONTAINED ON FOLLOWING PAGE]

Sanitary Sewer Easement Description:

An easement for sanitary sewer utility purposes over, under, and across the following described parcel:

Lots 6 and 7 and the North 12.50 feet of Lot 8, Block 2, Edgecliffe Addition No. 2

AND

Lot 8, except the Northerly 12.50 feet thereof, all of Lot 9, and Lot 10, except the Southerly 7 feet thereof, Block 2, Edgecliffe Addition No. 2

All in Ramsey County, Minnesota

said easement being described as follows:

BEGINNING at the northwest corner of Lot 6, Block 2, EDGECLIFFE ADDITION NO. 2, Ramsey County, Minnesota; thence on an assumed bearing of North 89 degrees 28 minutes 10 seconds East along the north line of said Lot 6 a distance of 124.11 feet; thence South 11 degrees 17 minutes 16 seconds West a distance of 13.28 feet; thence South 89 degrees 28 minutes 10 seconds West a distance of 107.90 feet; thence South 12 degrees 04 minutes 20 seconds West a distance of 211.29 feet; thence South 45 degrees 28 minutes 12 seconds East a distance of 12.15 feet to the north line of the south 7.00 feet of Lot 10, said Block 2; thence South 89 degrees 31 minutes 07 seconds West along said north line of the south 7.00 feet a distance of 26.89 feet to the westerly line of said Block 2; thence North 12 degrees 04 minutes 20 seconds East along said westerly line a distance of 223.40 feet to the POINT OF BEGINNING, containing 5,181 square feet, more or less.

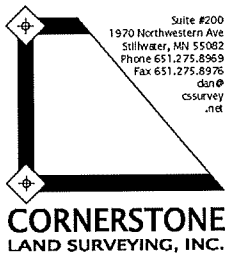


Exhibit ____

Description of Sanitary Sewer Easement

SHEET
2 OF 2

PROJ. NO.
PAS19012

EXHIBIT D

Depiction of Easement Area

[SKETCH FOLLOWS]

