



Doc No **T02736086**

Certified, filed and/or recorded on
Jul 11, 2022 1:10 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Todd J. Uecker, Registrar of Titles
Heather L. Bestler, County Auditor and Treasurer

Deputy 706

Pkg ID 1533286M

Document Recording Fee Torrens	\$0.00
<i>Document Total</i>	\$0.00

Existing Certs

640567

640567

Public Works Use	Ramsey County Project Title: 2021 Drainage Projects		
	State/Federal Fund No.(s): P-6025		
	Parcel No.: Carver #2	PID: 242822230004	<input type="checkbox"/> ABSTRACT <input checked="" type="checkbox"/> TORRENS <i>(check all that apply)</i>
	Property Street Address: 2316 Carver Avenue East, Maplewood, MN		

PERMANENT DRAINAGE AND UTILITY EASEMENT AND AGREEMENT

*(In-lieu of Eminent Domain)
(Individual(s) to County)*

GRANTOR and GRANTEE (both parties are identified on page 2) agree:

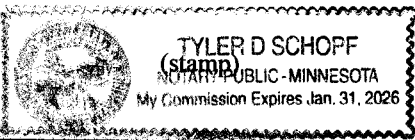

1. Upon payment of the consideration (Section 3), and without any further deed or action, GRANTOR grants and conveys to GRANTEE a permanent drainage and utility easement ("Easement") over, under and across the real property described on Exhibit A ("Legal Description"). Exhibit B describes the burdened or parent parcel or tract and is provided to assist in recording the easement only. If attached, Exhibit C is a graphical depiction of the area for convenience of the parties and does not limit or extend the easement area.
2. Easement conveys to GRANTEE all rights necessary for the construction, operation, and maintenance of all public drainage and utility uses now known or adopted in the future. Said rights include, but are not limited to, the following rights:
 - A. To enter upon and use the real estate described in Exhibit A (Easement Area) to construct, inspect, use, maintain, repair and replace drainage facilities and public utilities over, under, across and through the Easement Area,
 - B. To construct, inspect, use, maintain, repair and replace fences, drainage ways, ponds, pipes, lines, conduits and mains, flow control structures, poles, wires, equipment, materials and other improvements in connection with said drainage facilities and utilities over, under across and through the Easement Area,
 - C. To excavate and refill ditches, trenches, and ponds, to remove and import soils, to discharge and store water thereon, to grade and run storm and surface water across and through the Easement Area,
 - D. To remove trees, brush, undergrowth and other obstructions, and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.
3. GRANTEE will pay (\$20,600.00) Twenty Thousand Six Hundred and 00/100 dollars to GRANTOR as full compensation for any and all claims relating to the conveyance of the Easement. Payment will be made within 60 days of the effective date, unless otherwise agreed.
4. GRANTOR represents and warrants that:
 - A. It is lawfully seized and possessed of the real estate conveyed by this Easement, and that it holds the same free of any burden, lien, or claim that conflicts with the rights conveyed herein;
 - B. It will cooperate fully in obtaining any consent, release, waiver, or subordination requested by GRANTEE of any third-party with a lien, mortgage, lease, or other claim in the burdened parcel or tract;
 - C. It understands that all compensation paid for the Easement anticipates that GRANTOR is able to convey all rights outlined herein, and that any compensation paid is contingent on GRANTEE being able to exercise those rights against all others; and
 - D. It knowingly waives all claims to damages pursuant to Minnesota Statutes Chapter 117, except those related to relocation or reestablishment, if applicable.

This writing constitutes the whole of any agreement between GRANTOR and GRANTEE regarding the acquisition of the rights enumerated herein, and any modification must be in writing. This agreement (and the granted Easement) is binding upon the parties, their successors and assigns. GRANTOR represents that it has the authority to enter into this agreement and the ability to convey the interests contemplated herein. Parties agree to cooperate with each other, provide all documentation, and do all such acts as reasonably required to effectuate the purposes of this Agreement and Easement.

Grantor Initial Here
CR

GRANTOR acknowledges that it has had an opportunity to discuss the agreement with its legal counsel, that this agreement is in lieu of eminent domain, it is transferring the property voluntarily, and it is knowingly waiving rights it may have under Minnesota eminent domain law.

The following individual(s) represent(s) that it has the authority to enter into this agreement and to bind the GRANTOR. GRANTOR, as used above, includes one or all grantors as necessary to effectuate the purposes of this agreement.

GRANTOR(S)	<p>GRANTOR <u>CR</u></p> <p>Name: Craig Rohe</p> <p>Marital Status: <input checked="" type="checkbox"/> Single Person <input type="checkbox"/> Married Couple</p> <p>Date: <u>2/17/2022</u></p>	<p>GRANTOR _____</p> <p>Name: _____</p> <p>Marital Status: <input type="checkbox"/> Single Person <input type="checkbox"/> Married Couple</p> <p>Date: _____</p>
	<p>State of Minnesota, County of <u>Washington</u></p> <p>This instrument was acknowledged before me on <u>02/17/2022</u>, by <u>Craig Rohe</u> (name(s)) a <u>single person</u> (marital status).</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;">  <p>TYLER D SCHOPF NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2026</p> </div> <div style="width: 65%;"> <p><u>[Signature]</u> (signature of notarial officer)</p> <p>Title (and Rank): <u>Notary</u></p> <p>My commission expires: <u>01/31/2026</u> (month/day/year)</p> </div> </div> <p><i>If entity is part owner, owner is foreign national, or there are multiple owners, contact County Attorney's Office.</i></p>	
GRANTEE	<p>County of Ramsey, a political subdivision of the state of Minnesota, acting through its Director of Public Works</p>	
	<p>GRANTEE _____</p> <p><input type="checkbox"/> Director <input checked="" type="checkbox"/> Authorized Representative</p> <p>Name: <u>Thomas G Nash</u></p> <p>Date: <u>3/1/22</u></p>	
Notary	<p>State of Minnesota, County of <u>Ramsey</u></p> <p>This instrument was acknowledged before me on <u>3/1/2022</u>, by <u>Thomas G Nash</u> as <u>authorized representative</u> of <u>Ramsey County, MN</u>.</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;">  <p>TINA LYNN WESTLING NOTARY PUBLIC (state of MINNESOTA) My Commission Expires Jan. 31, 2025</p> </div> <div style="width: 65%;"> <p><u>[Signature]</u> (signature of notarial officer)</p> <p>Title (and Rank): <u>Notary</u></p> <p>My commission expires: <u>01/31/2025</u> (month/day/year)</p> </div> </div>	

Drafted by:
RAMSEY COUNTY ATTORNEY'S OFFICE
4500 Metro Square, 121 East 7th Place
Saint Paul, MN 55101

For tax records:
County of Ramsey c/o Director of Public Works
1425 Paul Kirkwold Dr.
Arden Hills, MN 55112

EXHIBIT A

(Legal Description of Easement Area)

Permanent Drainage and Utility Easement

A 30.00 foot easement over, under and across the West 95 feet of the East 735 feet of the North 390 feet of the Southwest quarter of the Northwest quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 24, Township 28 North, Range 22 West; thence North 89 degrees 01 minute 28 seconds East, assumed bearing, along the north line of said Southwest Quarter of the Northwest Quarter a distance of 610.93 feet; thence South 00 degrees 58 minutes 32 seconds East, perpendicular to the last described line, a distance of 33.00 feet to the south line of Carver Avenue and the point of beginning of said centerline to be described; thence South 10 degrees 10 minutes 54 seconds West a distance of 67.12 feet; thence South 22 degrees 52 minutes 48 seconds West a distance of 77.79 feet to the west line of the east 735 feet of said Southwest Quarter of the Northwest Quarter and said centerline there terminating. The sidelines of the 30.00 foot strip are to be prolonged or shortened to terminate on the south line of Carver Avenue and the west line of the property described.

EXHIBIT B

(Legal Description of Parent or Burdened Parcel)

The West 95 feet of the East 735 feet of the North 390 feet of the Southwest quarter of the Northwest quarter of Section 24, Township 28, Range 22.

