

Exhibit A

GRANT OF AND CONSENT TO SANITARY SEWER EASEMENT

THIS Grant of and Consent to Sanitary Sewer Easement is made this _____ day of August, 2012, by and between City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota (“City”) and West Side Flats Urban Development LLC, a limited liability company under the laws of the State of Minnesota (“WSFUD”), collectively the “Grantor” herein; and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, the “Grantee” herein.

RECITALS

WHEREAS, Grantor, collectively, is the owner of the property subject to the Sanitary Sewer Easement, described in Exhibit A, attached hereto (“Property”);

WHEREAS, the Property is subject to a Sanitary Sewer Easement Agreement dated April 1, 1980, recorded April 29, 1980 as Document No. 2077625 (“Existing Easement”) in favor of the Grantee. The part of the Property that is subject to the Existing Easement is also depicted in Exhibit C attached hereto;

WHEREAS, the easement granted herein (the “Additional Easement”), legally described in Exhibit B and depicted in Exhibit C, attached hereto, is intended to connect with and be contiguous to the Existing Easement to support the local sanitary sewer equipment owned and maintained by Grantee on the Property.

GRANT OF EASEMENT

NOW THEREFORE, based on their various and respective claims to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, the Additional Easement, which is a permanent easement for sanitary sewer purposes.

2. Connection to Existing Easement. The Additional Easement is intended to connect with and be contiguous to Existing Easement. The Existing Easement and Additional

Easement together provide Grantee easement rights for sanitary sewer equipment owned and maintained by Grantee.

3. Other Rights.

(a) The above-described Additional Easement includes the right of Grantee, its employees, agents and contractors to do whatever is necessary for enjoyment of the rights granted herein including the right to enter and grade and excavate the area of the Additional Easement ("Additional Easement Area") for purposes of constructing, operating, maintaining, altering, repairing, replacing and/or removing said sanitary sewers. The Additional Easement further includes the following rights: (a) the right to cut, trim, or remove from the Additional Easement Area trees, shrubs, undergrowth or other vegetation as in the Grantee's judgment unreasonably interfere with the use of the Additional Easement herein by Grantee, its successors and assigns, provided that Grantee shall take all reasonable precautions to prevent any damage to the Property subject to this Additional Easement; and (b) the permanent right of access over and across the Property to access the Additional Easement Area, provided that such access shall be over and across publicly dedicated roads whenever possible.

(b) Grantor, their heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Additional Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade thereof of the Additional Easement Area without the express written permission of the Grantee, which permission will not be unreasonably denied.

(c) Provided that the grade is not changed, and that reasonable access for sanitary sewer, maintenance and repair is maintained, the following improvements by Grantor, their heirs, successors and assigns do not require Grantee's written approval: fences, parking lots, perpendicular street and driveway crossings, landscaping, bushes, and shrubs. Grantee shall restore the Additional Easement Area after any disturbance thereof permitted under this Agreement but shall not be responsible for and will not pay for the loss of or any damage to or replace or restore the following items within the Additional Easement Area: shrubs, bushes, or landscaping, except grass and sod.

(d) Grantee shall use the Additional Easement Area and perform all construction and maintenance thereon in a safe, careful and proper manner in full compliance with applicable requirements of any federal, state, county, and local governmental authority, any applicable insurance requirements, and the provisions of this Agreement and in cooperation with Grantor so as to allow for the reasonable use of the Existing Easement and the Additional Easement.

(e) Grantee shall operate and maintain the sanitary sewer equipment located within the Property in good condition and repair.

4. Ownership of Property. Grantor (City and WSFUD) covenants that they are the lawful owners of the Property and have lawful right and authority to convey and grant the Additional Easement, subject to the terms and conditions set forth herein.

5. Amendment. This Sanitary Sewer Easement can only be amended in a writing executed by all parties hereto.

6. Enforceability. If any provisions of this Sanitary Sewer Easement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced pursuant to the terms of this Agreement.

7. Governing Law. This Sanitary Sewer Easement shall be governed by and construed under the laws of the state of Minnesota.

8. Counterparts. This Sanitary Sewer Easement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

9. Covenant Running with the Land. The provisions and conditions of this Sanitary Sewer Easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

(Signatures appear on following pages)

EXHIBIT A

Legal Description of Property

Lot 14, Block 4, BAZIL AND ROBERT'S ADDITION, also known as BAZILLE & ROBERT'S ADDITION TO WEST ST. PAUL, and also known as BAZIL & ROBERTS ADDITION TO WEST ST. PAUL;

Vacated Water Street, as originally dedicated in BAZIL AND ROBERT'S ADDITION, also known as BAZILLE & ROBERT'S ADDITION TO WEST ST. PAUL, and also known as BAZIL & ROBERTS ADDITION TO WEST ST. PAUL;

Vacated Water Street (originally dedicated as Mill St.) and Vacated Starkey Street (originally dedicated as Cedar St.), ROBERTSON'S ADDITION TO WEST ST. PAUL, also known as ROBERTSON'S ADDITION;

According to the recorded plats thereof; and

Government Lot 7, Section 6, Township 28 North, Range 22 West;

All in Ramsey County, Minnesota.

EXHIBIT B

Legal Description of Additional Easement

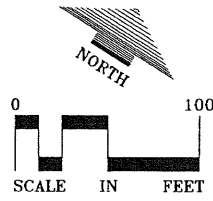
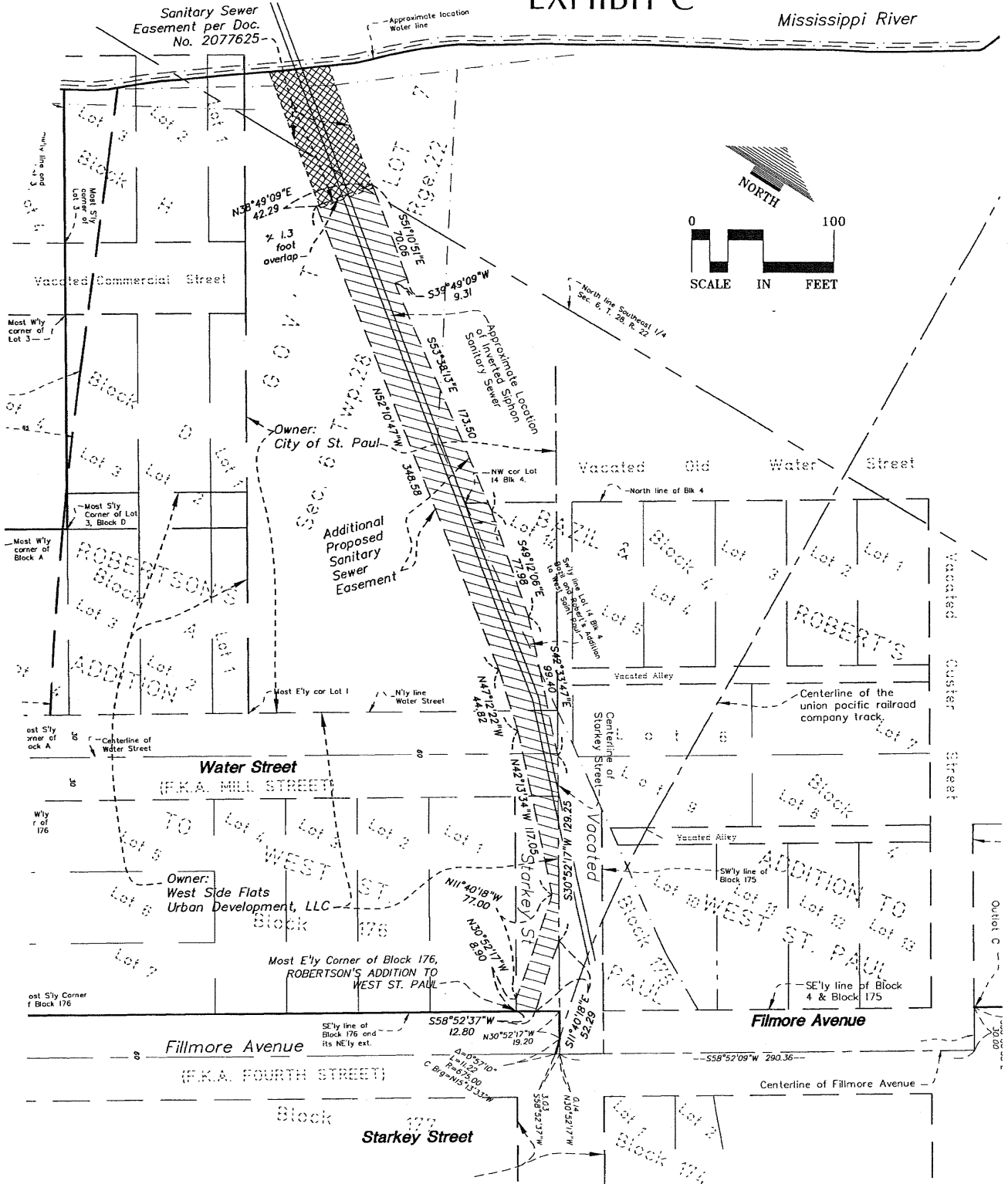
Beginning at the most easterly corner of Block 176, ROBERTSON'S ADDITION TO WEST ST. PAUL, also known as ROBERTSON'S ADDITION, according to the recorded plat thereof, said Ramsey County; thence North 30 degrees 52 minutes 17 seconds West, based on the southeasterly line of said Block 176 having an assumed bearing of South 58 degrees 52 minutes 37 seconds West, a distance of 8.90 feet; thence North 11 degrees 40 minutes 18 seconds West a distance of 77.00 feet; thence North 42 degrees 13 minutes 34 seconds West a distance of 117.05 feet; thence North 47 degrees 12 minutes 22 seconds West a distance of 44.82 feet; thence North 52 degrees 10 minutes 47 seconds West a distance of 348.58 feet; thence North 38 degrees 49 minutes 09 seconds East a distance of 42.29 feet; thence South 51 degrees 10 minutes 51 seconds East a distance of 70.06 feet; thence South 39 degrees 49 minutes 09 seconds West a distance of 9.31 feet; thence South 53 degrees 38 minutes 13 seconds East a distance of 173.50 feet; thence South 49 degrees 12 minutes 06 seconds East a distance of 77.98 feet; thence South 42 degrees 33 minutes 47 seconds East, a distance of 99.40 feet, to the center line of said Vacated Starkey Street; thence southerly, along the center line of said Vacated Starkey Street, a distance of 129.25 feet; thence South 11 degrees 40 minutes 18 seconds East to the northeasterly extension of the southeasterly line of said Block 176; thence southwesterly to the point of beginning and there terminating.

EXHIBIT C

Depiction of Additional Easement

EXHIBIT C

Mississippi River



LOUCKS ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 Hemlock Lane, Suite 300
Minneapolis, Minnesota 55369-5592
Telephone: (763)424-5505 Fax: (763)424-5822
Web Page: www.LoucksAssociates.com

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Richard L. Licht
Richard L. Licht - PLS

S03148C-Sewer Esmt Ex C.dwg © 2003

26724 License No. May 18, 2012 Date