

EASEMENT AGREEMENT

DEDICATION OF EASEMENT FOR NON-MOTORIZED RECREATIONAL TRAIL PURPOSES AND AMENDMENT OF EXISTING EASEMENT

This **EASEMENT AGREEMENT** is given as of the _____ day of _____, 2018, between the **PORT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA**, a body politic and corporate and governmental subdivision of the State of Minnesota (**“Port Authority”**), and the **CITY OF SAINT PAUL, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota (**“City”**).

RECITALS

A. The Port Authority is the owner of certain real property located in the Southport Terminal Industrial District in Saint Paul, Minnesota, said property identified as county parcel ID Nos. 09-28-22-32-0054, 09-28-22-31-0011, and 09-28-22-32-0057 over which the Original City Easement and the Replacement Trail Easement described below are located and as depicted in **Exhibit A** attached hereto (**“Southport Terminal”**). Subject to the terms and conditions below, the Original Easement will remain recorded and in effect until either replaced by a Permanent Trail Easement identified below or the Original Easement is otherwise terminated.

B. The City is the holder of that certain trail connection easement as set forth in a Quit Claim Deed, known hereafter as the “Original City Easement,” attached hereto as **Exhibit B** (**“Original City Easement”**) and as recorded in Ramsey County property records (Document Nos. T02559978 and A04609606).

C. The City seeks site control for a non-motorized recreational trail from Harriet Island Park to the southern limits of the city of Saint Paul (referred to hereafter as the **“Robert Piram Regional Trail”**). The City has control of much of the proposed trail connection with the exception of real estate owned by the Port Authority located in the Southport Terminal, identified and described below, and over real estate owned by the Metropolitan Airports Commission. Via the Original Easement, the Port Authority previously granted the City a bicycle and trail easement in the Southport Terminal for the Robert Piram Regional Trail. As the Robert Piram Regional Trail project has developed, the City and the Port Authority have decided to enter into this Easement Agreement in order to facilitate the Robert Piram Regional Trail project while at the same time ensuring that the use of the easements work in concert with the Port Authority’s use of its real estate at Southport Terminal for river commerce and related industrial and commercial uses.

D. After completion of the City’s feasibility analysis, the City determined that to utilize the Original City Easement, in connection with the Robert Piram Regional Trail, the City would need to design, fund, and construct a permanent pedestrian and bicycle bridge (**“the Bridge”**) over Barge Channel Road. The City is currently unable to design, fund, and construct the Bridge. The City, however, would like to proceed with the construction and use of the Robert Piram Regional Trail as it works on the funding, designing, and construction of the Bridge.

Accordingly, the City has requested alternate options for routing the trail through the Southport Terminal as a temporary non-motorized recreational trail until the Bridge can be designed, funded, and constructed. The City intends to work cooperatively with the Port Authority on the design and location of the Bridge.

E. In an effort to devise a solution to the use of the Robert Piram Regional Trail, the City and the Port Authority have determined to create a Replacement Trail across additional Port Authority property identified as county parcel ID No. 09-28-22-32-0057 and described and depicted in **Exhibit C** attached hereto (“**Replacement Trail Easement**”). Subject to the terms and conditions set forth in Section 2 below, the Replacement Trail Easement, excluding the temporary construction easement areas, shall remain in effect until such time as the City constructs the Bridge to connect the easement area described in the Original City Easement, and shall become a permanent easement should the Permanent Trail Easement described below not occur.

F. When the City and Port Authority have agreed to the design and location of the Bridge, as described more fully below, the City and the Port Authority will negotiate amended terms to the Original City Easement into a Permanent Trail Easement in a form similar to the draft Dedication of Permanent Trail Easement provided and depicted in **Exhibit D** attached hereto (“**Permanent Trail Easement**”). The Permanent Trail Easement will replace the Replacement Trail Easement and the Original City Easement. The City will execute an easement termination agreement extinguishing its rights under the Original City Easement.

NOW, THEREFORE, based on the recitals above which are incorporated in full herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Port Authority and the City hereby declare that the following easements, covenants, conditions and restrictions hereinafter set forth are hereby agreed to, granted, conveyed, and accepted by the parties.

EASEMENTS

1. **Original City Easement.** The Original City Easement shall remain in full force and effect, but the City will not exercise any of its rights under the easement until the City is ready to construct the Bridge. The Port Authority may use the real estate located within and about the Original City Easement as if the real estate is unencumbered by the trail easement until the City by written notice to the Port Authority communicates its intent to occupy the easement area to construct a pedestrian and bicycle bridge. Within 90 days from receipt of the written notice, the Port Authority must remove any structures and equipment in the easement area. Nothing herein permits the Port Authority to encumber the City’s easement in a manner which would make the City’s use of the easement for construction of a pedestrian and bicycle bridge unfeasible.

Notwithstanding any terms and conditions in this Agreement to the contrary, the Original City Easement shall automatically terminate upon the occurrence of any one of the following events:

- 1) The Permanent Trail Easement becomes in full force and effect, as set forth in this agreement.

- 2) The Robert Piram Regional Trail ceases to exist or is no longer utilized within the City of Saint Paul for a continuous period of 365 days or more.
- 3) The City fails to exercise its rights to a Permanent Easement and commence construction of a Bridge on or before June 1, 2029 that will be completed within a year from commencement. Parties agree that this date may be extended if the City has diligently pursued funding for the Bridge. Further, the Port Authority will permit a reasonable extension of time to complete construction of the Bridge, if construction was timely commenced, and the failure to complete construction by the deadline was not due to the fault of the City.

The City agrees that should the Original City Easement terminate that the City will sign and execute a recordable easement termination agreement, waiving and extinguishing all of the City's rights under the easement, substantially in the form attached hereto as **Exhibit E**.

2. **Replacement Trail Easement.** The Port Authority will and does hereby grant, bargain, sell and convey to the City an easement for the installation, operation, inspection, maintenance, repair and replacement of a non-motorized recreational trail and for no other purpose, on, over, under and across the identified real estate, as described and depicted in **Exhibit C** attached hereto. The Replacement Trail Easement shall automatically terminate upon the occurrence of any of the following events:

- 1) The Permanent Trail Easement becomes in full force and effect as set forth and is operational.
- 2) The Robert Piram Regional Trail ceases to exist or be used within the City of Saint Paul for a period of 365 days or more.

When and if the Permanent Trail Easement is unable to occur for any reason, then the City and the Port Authority shall convert the Replacement Trail Easement into a recordable easement granting to the City the easement in perpetuity subject to the termination conditions set forth above in this section and, furthermore, the parties will enter into and record a termination of the Original City Easement.

3. **Pedestrian and Bicycle Bridge**

a. **Design.** The City shall take steps to design and secure funding for the construction of a bridge for a non-motorized recreational trail the northern portion of which to be located generally within the Original City Easement. The City's bridge design will consider the need of the Port Authority's Southport Terminal industrial tenants and ensure the tenants continued and uninterrupted ability to fully use Barge Channel Road, cross the easement area and under the Bridge, and enter into the Southport Terminal. The Port Authority shall have the right to review and approve the bridge design and location, which approval will not be unreasonably withheld.

b. **Right of Entry.** The Port Authority grants the City a Right of Entry both for the Original City Easement as well as the Replacement Trail Easement per the terms set forth in the Right of Entry Agreement attached hereto as **Exhibit F**.

c. **Temporary Construction Easement.** It is anticipated the City may need some additional real estate to construct the Bridge. Subject to the Port Authority's existing lease obligations and other encumbrances in existence, and further subject to its approval, which will otherwise not be unreasonably withheld, the Port Authority agrees to work with the City to revise and enter into a Temporary Construction Easement. Notwithstanding any conditions that may increase the City's construction costs, the City shall use best efforts to minimize the temporary construction easement areas it needs as well as the duration of the construction easement.

4. **Permanent Trail Easement.**

Subject to the Port Authority's existing lease obligations and other encumbrances in existence, and further subject to its approval, which will otherwise not be unreasonably withheld, the Port Authority agrees to work with the City to enter into a Permanent Trail Easement prior to construction of the Bridge. The Permanent Trail Easement will legally describe the easement area providing for the non-motorized recreational trail and the Bridge situated generally within the Original City Easement, but also extended southeasterly over Port Authority-owned land adjoining to the southeast and terminating at the northeasterly line of the Barge Channel Road right-of-way. Notwithstanding any conditions that may increase the City's construction costs, the City shall use best efforts to minimize the revised easement area the City needs. The Permanent Trail Easement will remain in effect in perpetuity until and upon the Robert Piram Regional Trail ceasing to be used or exist within the City of Saint Paul for a period of 545 days or more.

5. **Safety, and Repair, Replacement and Maintenance.**

The City shall maintain all the above-described easement areas in good condition, ensuring all landscaping and vegetation is in a live and thriving condition, trimmed and free of noxious weeds, and shall keep the easement areas free from any obstructions except for what is necessary for the non-motorized recreational trail use.

During any construction in the easement areas, the City shall ensure that its construction does not unreasonably interfere with the operations of the tenants located in the Southport Terminal, including but not limited to ingress and egress to and in and around Southport Terminal, including but not limited to rail access and semi-truck and large truck access. If for any reason, the City believes it will need to restrict access or Tenant operations for its construction needs, then the City shall notify the Port Authority in writing in advance. In such an event, the City will use utmost efforts to minimize disruption both in time and duration. In the event, the City must restrict or close traffic along Barge Channel Road or restrict or close access to the Southport Terminal, then the City will use utmost efforts to minimize disruption both in time and duration and such restrictions or closing must occur only between the hours of 6:00 p.m. to 11:00 p.m., Monday thru Friday, and during 10:00 a.m. to 11:00 p.m., Saturday thru Sunday.

The City shall also assure that there are calming measures installed as part of the Replacement Trail Easement both to alert Robert Piram Regional Trail users of industrial/commercial traffic on Barge Channel Road and to stop users of the Robert Piram Regional Trail from crossing Barge Channel Road until it is safe to do so.

6. Use Restriction.

The City and the Port Authority have decided to enter into this Easement Agreement in order to facilitate the Robert Piram Regional Trail project while at the same time ensuring that the use of the easements work in concert with the Port Authority's use of its real estate at Southport Terminal for river commerce and related industrial and commercial uses. The Port Authority represents that the mere presence of a Robert Piram Regional Trail does not constitute a material disturbance to the use and possession of the Port Authority's adjacent real estate. The City represents that the industrial/commercial zoning and commensurate possession and use of the Port Authority's real estate adjacent to the Robert Piram Regional Trail does not constitute a material disturbance to the use and possession of the City's easements granted in this Agreement.

The City's use of the above-described easements is limited to non-motorized recreational use and the installation, operation, inspection, maintenance, repair and replacement of a non-motorized recreational trail and for no other purpose.

The City covenants that the City's possession and use of the above granted easements will not disturb the possession and use of real estate adjacent to the easement that is owned or occupied by the Port Authority or its tenants. Subject to the City's "AS IS" and "with all faults" acceptance of the easements and subject to the Port Authority's fee title use of Southport Terminal for industrial and commercial operations, the Port Authority covenants to the City that the Port Authority will not disturb the City's possession and use of the easements.

7. Recreational Immunity. The parties agree that the Port Authority is a governmental subdivision undertaking an essential governmental purpose of the State of Minnesota and is granting this easement to the City solely for recreational purposes. Without any limitations in any manner, therefore, to the fullest extent permitted by law, the Port Authority is entitled to and may assert recreational immunity for any claims against the Port Authority arising out of or related to use of the City's easements.

8. AS IS. The City accepts the Replacement Trail Easement in an "as is," "where is" condition, with all the faults, defects and deficiencies, including the Property's environmental and geotechnical condition. The City agrees to make no claim against the Port Authority for the environmental condition of the easement real estate. The City hereby waives any and all rights or claims for contribution, indemnity, reimbursement or damages arising under any federal, state or local law (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., and the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01 et. seq.) relating to environmental, health, or safety matters, or under the common law. These "as is" and environmental waiver provisions shall be restated in any easement agreement entered into between the City and the Port Authority and shall be binding upon the City's successors and assigns.

9. Miscellaneous Provisions.

a. Board Approval. When the City and the Port Authority have agreed upon a legal description of and the terms of the permanent easement in the Southport Terminal, the Port Authority must and will seek approval from its Board of Commissioners to enter into the Permanent Trail Easement following a public hearing held at a regularly scheduled board meeting.

b. **No Third-Party Beneficiaries.** This Easement Agreement is between the City and the Port Authority only and does not confer upon any person third-party beneficiary rights or claims.

c. **Defenses and Immunities.** Both parties retain any and all privileges and immunities under law and reserve the rights to assert in defense of any claim against it, without limitation and to the fullest extent permitted by law, such privileges and immunities at any time.

EXHIBIT LIST

- Exhibit A: Southport Terminal Map
- Exhibit B: Original City Easement
- Exhibit C: Replacement Trail Easement
- Exhibit D: Permanent Trail Easement
- Exhibit E: Recordable Quitclaim of Easement
- Exhibit F: Right of Entry Agreement

**SEPARATE SIGNATURE PAGE OF
PORT AUTHORITY OF THE CITY OF SAINT PAUL
FOR EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

**PORT AUTHORITY OF THE CITY OF
SAINT PAUL**

By: _____
Lee J. Krueger, President

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The instrument was acknowledged before me this _____ day of _____, 2018, by Lee J. Krueger, its President, on behalf of the Port Authority of the City of Saint Paul, a body politic and corporate under the laws of the State of Minnesota.

Notary Public

**SEPARATE SIGNATURE PAGE OF
CITY OF SAINT PAUL
FOR EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

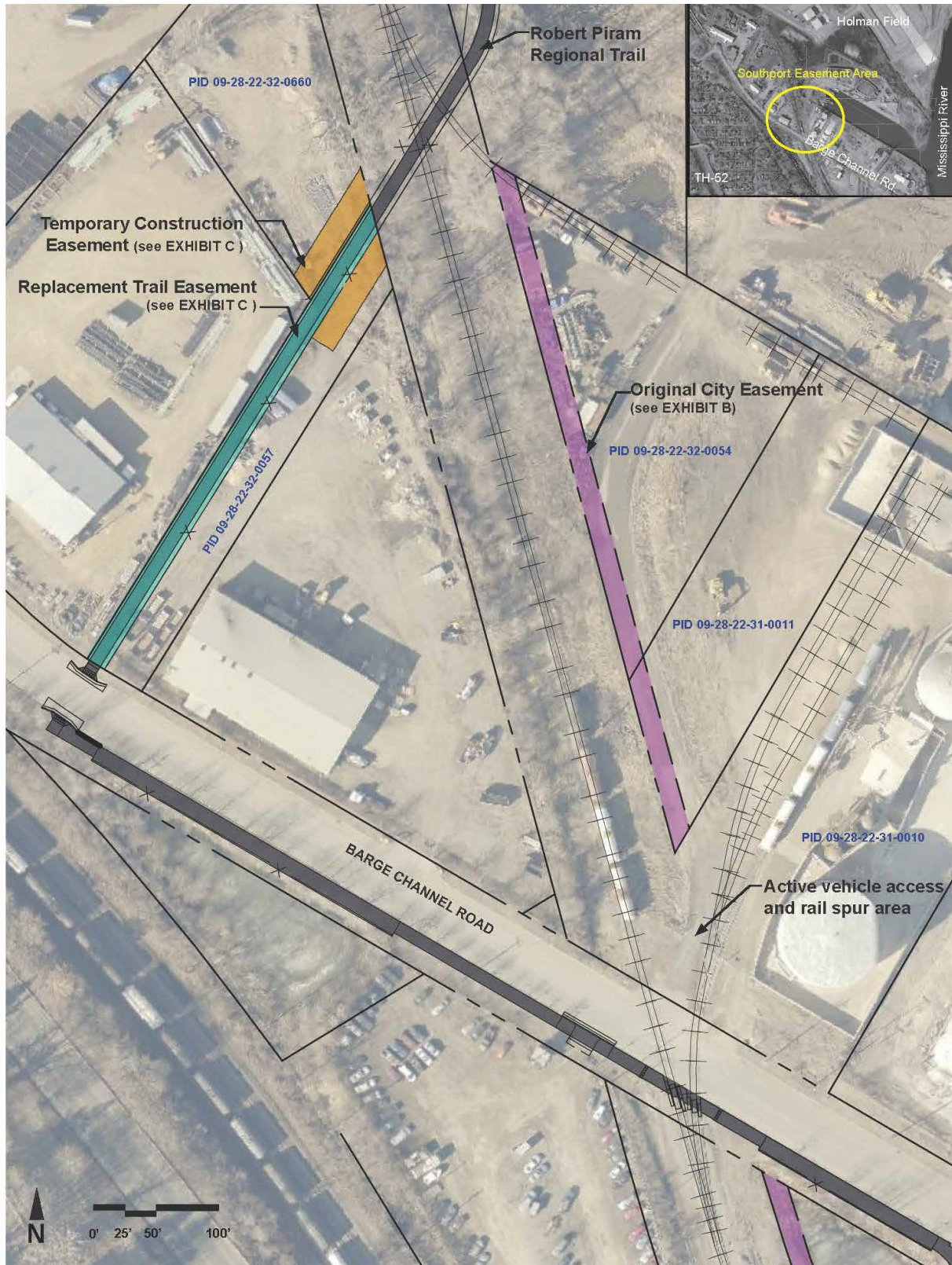
Notary Public

This Instrument was drafted by:

City of Saint Paul
Financial Services – Real Estate
25 W. 4th St., 10th floor
Saint Paul, MN 55102
651-266-8850

EXHIBIT A

Southport Terminal Map



SOUTHPORT TERMINAL MAP

EXHIBIT B

Original City Easement

Copy to [unclear]

Exempt from tax

Jun 10, 2016 2:30 PM

Ramsey County, Minnesota
Christopher A. Samuel
County Auditor and Treasurer



Doc No **A04609606**

↓ T02559978

Certified, filed and/or recorded on
Jun 10, 2016 2:30 PM

*See
p2*

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 501

Pkg ID 1131847M

County Conservation Fee	\$0.00
Document Recording Fee Abstract	\$46.00
Environmental Response Fund .0001	\$0.00
State Deed Tax .0033	\$0.00
Document Total	\$46.00

[Faint handwritten notes]

This cover sheet is now a permanent part of the recorded document.

Exempt from tax

Jun 10, 2016 2:29 PM

Ramsey County, Minnesota
Christopher A. Samuel
County Auditor and Treasurer



Doc No **T02559978**

Certified, filed and/or recorded on
Jun 10, 2016 2:29 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Susan R Roth, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 501

Pkg ID 1131846M

County Conservation Fee	\$0.00
Document Recording Fee Torrens	\$46.00
Environmental Response Fund .0001	\$0.00
Memorial Entry - Additional Certificates	\$20.00
State Deed Tax .0033	\$0.00
Document Total	\$66.00

Existing Certs
594037, 314527

This cover sheet is now a permanent part of the recorded document.

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594037
part of H.
314527 part

(RESERVED FOR RECORDING INFORMATION)

QUITCLAIM DEED

of

Southport Trail Connection Easement

DEED TAX DUE: \$ _____
Date: November 22, 2011

FOR VALUABLE CONSIDERATION, the Port Authority of the City of Saint Paul, a body corporate and politic under the laws of Minnesota, Grantor, hereby conveys and quitclaims and assigns any and all of its rights, liabilities, responsibilities, and obligations to the City of Saint Paul, a municipal corporation under the laws of Minnesota, Grantee, the following easement for pedestrian and bicycle trail use, maintenance, repair, and replacement:

Southerly Portion:

An easement for pedestrian trail purposes being a strip of land 16.00 feet wide lying northeasterly of, adjacent and parallel to the Chicago Rock Island Railroad right of way located in part of Gov't. Lot 8 and part of the SW1/4 of the SW1/4 of Section 9, Township 28 North, Range 22 West, Ramsey County, Minnesota; lying southerly of the southerly right of way of Barge Channel road and northerly of the former centerline of vacated Wyoming Street. Said 16-foot wide strip also being a part of Lots 21, 22, and 23, Block 56; part of Lots 10, 11, 12, 13, 14, 15, 16 and 17, Block 51; and, portions of vacated Winona Street, vacated Wyoming Street and vacated Versailles Avenue all within and according to the recorded plat THE WEST ST. PAUL REAL ESTATE & IMPROVEMENT SYNDICATE ADDITION NO. 4, on file and of record in the Office of the County Recorder, in and for, Ramsey County, Minnesota.

314527

And,

Together with an easement for pedestrian purposes being a strip of land 16.00 feet wide lying northeasterly of, adjacent and parallel to the Chicago Rock Island Railroad right of way located in Gov't. Lot 8 of Section 9, Township 28 North, Range 22 West, Ramsey County, Minnesota; lying southerly of the former centerline of vacated Wyoming Street, northerly of the former centerline of vacated Annapolis Street and being a part of vacated

55963.v1

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Versailles Avenue, all within and according to the recorded plat THE WEST ST. PAUL REAL ESTATE & IMPROVEMENT SYNDICATE ADDITION NO. 3, on file and of record in the Office of the County Recorder in and for Ramsey County, Minnesota.

Northerly Portion:

59427

An easement for pedestrian trail purposes being a strip of land 16.00 feet wide lying northeasterly of, adjacent and parallel to the Chicago Rock Island Railroad right of way located in Gov't. Lot 9 and the SW1/4 of the SW1/4 of Section 9, Township 28 North, Range 22 West, Ramsey County, Minnesota. Said 16.00 foot strip being a part of TRACT H, Registered Land Survey 446 on file and of record in the Office of the Registrar of Titles in and for Ramsey County, Minnesota and being part of Government Lot 9 in the SW1/4 of the SW1/4 in said Section 9 lying southerly of the following described "Line A" and northerly of the following described "Line B", according to the Government survey and the Registered Land Survey thereof.

Line A

Commencing at the southwest corner of Section 9, Township 28, Range 22, Ramsey County, Minnesota; thence North 89 degrees 28 minutes 04 seconds East, assumed bearing, along the south line of the Southwest Quarter of said Section 9, a distance of 290.72 feet to the point of beginning of the line to be described; thence North 25 degrees 04 minutes 25 seconds East 2363.69 feet and said line there terminating.

Line B

Commencing at the Northeast corner of the Northwest 1/4 of said Section 16, Township 28 North, Range 22 West; thence North 0 degrees 50 minutes 30 seconds West (assuming the north line of said Northwest 1/4 of Section 16 bears South 89 degrees 28 minutes 00 seconds West) for 341.10 feet; thence North 60 degrees 11 minutes 00 seconds West for 796.39 feet; thence North 29 degrees 49 minutes 00 seconds East for 500.00 feet; thence North 60 degrees 11 minutes 00 seconds West for 800.00 feet to the point of beginning of the line to be described; thence South 29 degrees 49 minutes 00 seconds West for 398.23 feet, more or less, to the Northeasterly right of way line of the Chicago Rock Island Railroad and said line there terminating.

Subject to any existing encumbrances of record.


PORT AUTHORITY OF THE CITY OF SAINT PAUL

By: Joan A. Grzywnowski
Its: Chair

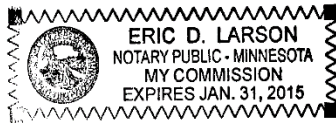
By: Kath Rantz
Its: Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY

This instrument was acknowledged before me on November 22, 2011
by Jean A. Grzywinski and Kathy Lentz
the Chair and Secretary of the Port
Authority of the City of Saint Paul, a body corporate and politic.



Notary Public



Tax Statements for the real property
described in this instrument should be
sent to (Include name and address of
Grantee):

THIS INSTRUMENT DRAFTED BY:
Eric D. Larson #022067X
General Counsel
Port Authority of the City of Saint Paul
1900 Landmark Towers
345 St. Peter Street
St. Paul, Minnesota 55102

Financial Services/Real Estate
City of Saint Paul
25 W. 4th St., Rm. 1000
Saint Paul, MN 55102
651-266-8850

EXHIBIT C

Replacement Trail Easement

DESCRIPTION OF EASEMENTS

Replacement Trail Easement over Outlot A

The southeasterly 2.00 feet of Outlot A, SOUTHPORT ADDITION NO. 2, according to the recorded plat thereof, Ramsey County, Minnesota.

Temporary Construction Easement over Outlot A

The northwesterly 20.00 feet of the southeasterly 22.00 feet of Outlot A, SOUTHPORT ADDITION NO. 2, according to the recorded plat thereof, Ramsey County, Minnesota.

Replacement Trail Easement over Lot 3, Block 1

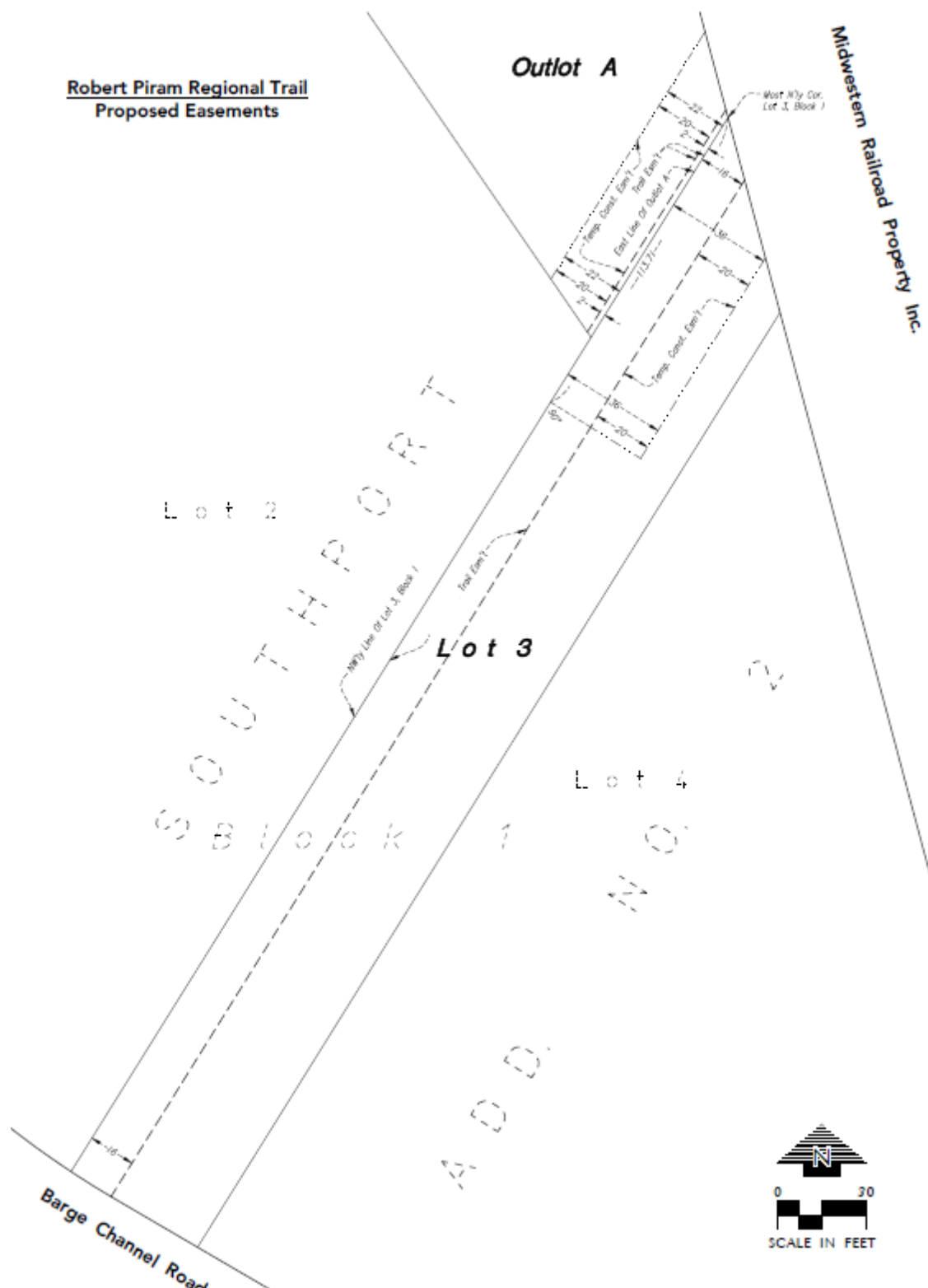
The northwesterly 16.00 feet of Lot 3, Block 1, SOUTHPORT ADDITION NO. 2, according to the recorded plat thereof, Ramsey County, Minnesota.

Temporary Construction Easement over Lot 3, Block 1

That part of the southeasterly 20.00 feet of the northwesterly 36.00 feet of Lot 3, Block 1, SOUTHPORT ADDITION NO. 2, according to the recorded plat thereof, Ramsey County, Minnesota, lying northeasterly of the following described line:

Commencing at the most northerly corner of said Lot 3; thence southwesterly, along the northwesterly line of said Lot 3, a distance of 113.71 feet to the point of beginning of the line to be described; thence southeasterly, at a right angle, a distance of 50.00 feet and there terminating.

MAP OF EASEMENTS



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that on a duly licensed land surveyor records laws of the State of Mississippi.

Paul W. McDaniel
Paul J. McDaniel - FL3 License No. 18898 Date



Loucks Project No. 07-6108
Sheet 1 of 2 Sheets

EXHIBIT D

(Space Above for Recorder/Registrar Use)

DEDICATION OF PERMANENT TRAIL EASEMENT

SOUTHPORT TERMINAL

The Port Authority of the City of Saint Paul, a body politic and corporate and governmental subdivision of the State of Minnesota, as **Grantor**, is the owner of certain real property located at the Southport Terminal.

Grantor will and does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a political subdivision and municipal corporation of the State of Minnesota, as **Grantee**, for the installation, operation, inspection, maintenance, repair, and replacement of a walking or biking trail, but for no other purpose, a permanent easement on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described in **Exhibit 1** and attached hereto.

To have and to hold the same for as long as Grantee maintains and uses the Easement Area for the above-described purposes.

The terms and conditions of this Permanent Easement are described more fully in the document entitled Easement Agreement – Dedication of Easement for Non-Motorized Recreational Trail Purposes and Amendment of Existing Easement, dated _____, 2018, incorporated in full herein.

Grantee shall maintain the premises in good condition ensuring all landscaping and vegetation is in a live and thriving condition, trimmed and weed free. Grantee shall keep the easement area free from any obstructions, including the installation of any signs, directional markers, or the like. Signs, directional markers, or the like may be installed but must do so to avoid obstructions that may interfere with Barge Channel Road traffic. Grantee has the obligation for the installation, maintenance, and repair of any safety measures and lighting needs for use and operation of the walking or biking trail and must install and shall be responsible for such appurtenances for the safe use of the trail.

Grantor does covenant that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same free of all encumbrances.

IN TESTIMONY WHEREOF, Grantor, has caused this Easement to be executed by Lee

J. Krueger its duly authorized President, and attested to this _____ day of September, 2018.

By _____
Lee J. Krueger, President

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

The foregoing was acknowledged before me this ____ day of _____, 2018 by Lee J. Krueger, the President of The Port Authority of the City of Saint Paul.

Notary Public

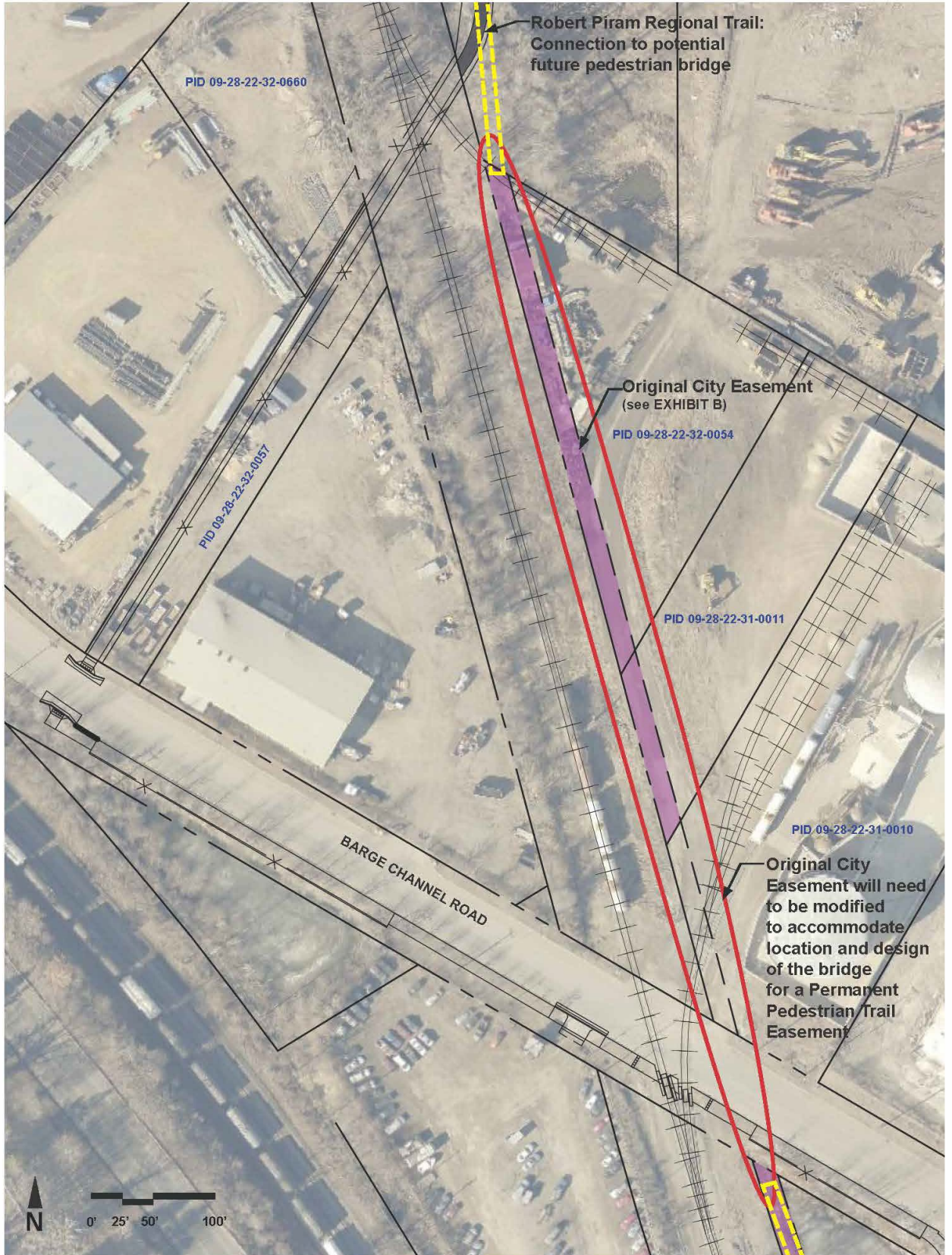
This Instrument was drafted by:

Eric Larson, #022067X
Assistant City Attorney and General Counsel
Port Authority of the City of Saint Paul
380 St. Peter Street, Suite 850
Saint Paul, MN 55102

EXHIBIT 1 - DESCRIPTION

**DEDICATION OF PERMANENT TRAIL EASEMENT AGREEMENT
SOUTHPORT TERMINAL**

**[LEGAL DESCRIPTION –
To Be Determined Once Bridge Design is Complete]**



PERMANENT PEDESTRIAN TRAIL EASEMENT

EXHIBIT E

(Space Above for Recorder/Registrar Use)

**QUITCLAIM DEED
OF
SOUTHPORT TRAIL CONNECTION EASEMENT**

DEED TAX DUE: \$ _____
Date: _____

FOR VALUABLE CONSIDERATION, the **City of Saint Paul**, a political subdivision and municipal corporation in the State of Minnesota, hereby conveys and quitclaims and assigns any and all rights, liabilities, responsibilities, and obligations to the **Port Authority of the City of Saint Paul**, a body politic and corporate and governmental subdivision of the State of Minnesota, the following easement property:

[Legal Description as set forth in the Quitclaim Deed]

And via this Quitclaim, effectively immediately, the City of Saint Paul and the Port Authority of the City of Saint Paul agree to and hereby do terminate the Quitclaim Deed of the Southport Trail Connection Easement, dated November 22, 2011, Ramsey County Recorder Document Nos. A04609606 and T02559987.

IN WITNESS WHEREOF, the undersigned has caused this Quitclaim Deed to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

This Instrument was drafted by:

City of Saint Paul
Financial Services – Real Estate
25 W. 4th St., 10th floor
Saint Paul, MN 55102
651-266-8850

EXHIBIT F

Right of Entry Agreement

WHEREAS, the Port Authority is the fee owner of certain real property identified in the Easement Agreement (the “Property”).

WHEREAS, the City desires to access the Property for the purpose of performing certain inspections and investigations, including, without limitations, visual inspections and survey matters, and topographical, geotechnical, engineering, environment and other studies or investigation (collectively, the “Investigations”).

WHEREAS, the Port Authority has agreed to allow the City access to the Property, subject to conditions, to perform the Investigations.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Right of Entry. Subject to the terms, covenants and conditions set forth in this Agreement, the Port Authority hereby authorizes the City and its agents, employees, contractors and other representatives (collectively “Representatives”) to enter upon the Property at reasonable times during normal business hours and upon reasonable advance prior notice to the Vice President of Redevelopment & Harbor Management (or to such other Port Authority representatives as designated by the Port Authority) for the purpose of conducting the Investigations.

2. Period of Agreement. Said right of entry shall commence upon execution of this Agreement by both the Port Authority and the City and shall terminate upon termination of the easement.

3. Investigations. Prior to the City’s commencing any Investigations that are in the nature of excavation, soil or groundwater sampling/testing for geo-technical and/or environmental reasons, or sampling for asbestos or like building materials, or the like (“Invasive Testing”), the City shall first, and in each instance, obtain the prior written approval of the Port Authority as to scope of the Invasive Testing and identity of the company(s) or person(s) who shall perform the Invasive Testing. The Port Authority shall approve or disapprove the proposed investigations promptly after receipt of such request and any approval of the Port Authority shall not be unreasonably withheld or delayed.

The City shall provide to the Port Authority copies of all results of such sampling and other reports conducted by or for the City regarding the environmental condition of the Property, and all drafts thereof reviewed by the City. The City hereby agrees that the Port Authority, after reviewing any such completed reports, shall have the right to contact the company(s) or person(s) conducting the Investigations directly to make inquiries, correct inaccuracies, and the like. The Port Authority represents to the City that the Port Authority will not use such contacts with companies/persons conducting Investigations to attempt to persuade the contractor to exclude or modify data or

findings, or to otherwise affect the independent judgement of such companies/persons.

The City, at the City's sole cost and expense, agrees to restore the Property to substantially the condition existing immediately prior to any such Investigations.

The Investigations shall be conducted in accordance with all applicable laws and the City shall obtain any and all licenses and permits required to conduct the Investigations. The City agrees that in the event the need to notify arises under applicable laws any federal, state or local public agencies of any conditions at the Property as a result of the Investigations or other test or study done by the City, the City shall promptly notify the Port Authority and that Port Authority, not the City, shall make any disclosure that the Port Authority deems necessary to any such public agency. The City, by agreeing to report to the Port Authority is relying in good faith on the Port Authority to assess and comply with any obligations to notify arising out of the investigations.

4. Indemnification/Insurance Provisions. The City shall assume all risk associated with its agents, employees, contractors or other representatives' activities on the Property and/or related to the Investigations, and agrees to defend, indemnify and hold harmless the Port Authority, of, from and against any and all cost, losses, claims, damages, liabilities, expenses and other obligations (including without limitations, reasonable attorneys' fees and court cost) arising from, out of or in connection with or otherwise relating to the entry by any one or more of the City and its agents, employees, contractors and other representatives in, on or about the Property for the purpose of the Investigations. The City's indemnification shall survive the expiration or termination of this Agreement for a period of one (1) year. Nothing in this indemnification, or in this Agreement, is intended to associate the City with any pollution or contamination on the Property or obligate the City to remediate or address any existing conditions on the Property (except for the restoration under the third paragraph of Section 3). The City shall, prior to any such entry, provide to the Port Authority evidence of general comprehensive liability, public liability and property damage insurance with a combined liability limit not less than Three Million and No/100 Dollars (\$3,000,000.00) and umbrella coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00), insuring against any liability by any one or more of the City and its agents, employees, contractors or other representatives arising from, out of or in connection with or otherwise relating to the entry or activities by any one or more of the City and its agents, employees, contractors or other representatives in, in or about the Property for the purpose of the Investigations, it being the intent of this Agreement to protect and indemnify the Port Authority from any and all potential loss from any cause(s) whatsoever, including but not limited to claims for which the Port Authority or the Port Authority's directors, officers, agents, or employees may be, or may be claimed to be, liable. Notwithstanding the foregoing limits of liability, said limits shall not diminish or otherwise impact or affect the City's obligations hereunder.

All insurance policies required hereunder shall be issued by companies authorized to do business under the laws of the State of Minnesota, shall be in form satisfactory to the Port Authority, shall include the Port Authority and such other parties as the Port Authority may identify as additional insured, and shall require at least thirty (30) days' prior notice to the Port Authority before cancellation or modification. Certified copies of said policies or certificates evidencing such insurance shall be filed with the Port Authority before said work is started. Failure to obtain, maintain, provide certificates, or meet any other obligation regarding the required insurances does

not discharge the City's insurance, indemnity, or any other obligation under the Agreement but constitutes breach of this Agreement.

5. Scope of Right of Entry. The grant of the right of entry to the City by the Port Authority shall be non-assignable and does not confer any estate, title nor exclusive possessory rights in the Property to the City.

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**SEPARATE SIGNATURE PAGE OF
PORT AUTHORITY OF THE CITY OF SAINT PAUL
FOR RIGHT OF ENTRY AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

**PORT AUTHORITY OF THE CITY OF
SAINT PAUL**

By: _____
Lee J. Krueger, President

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The instrument was acknowledged before me this _____ day of _____, 2018, by Lee J. Krueger, its President, on behalf of the Port Authority of the City of Saint Paul, a body politic and corporate under the laws of the State of Minnesota.

Notary Public

**SEPARATE SIGNATURE PAGE OF
CITY OF SAINT PAUL
FOR RIGHT OF ENTRY AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

This Instrument was drafted by:
Eric Larson, 022067X
Assistant City Attorney and General Counsel
Saint Paul Port Authority
380 St. Peter Street, #850
Saint Paul, MN 55102
651-204-6225