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County Recorder, Ramsey County, MN  
3.4.5 216594

4/17/07.

### 3M SAINT PAUL CAMPUS OPERATION AND MAINTENANCE AGREEMENT

This Agreement ("Agreement"), is given as of the 17<sup>th</sup> day of April, 2007, between 3M Company ("3M"), a corporation under the laws of the State of Delaware, and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (the "City"), collectively known as the "Parties."

#### RECITALS

A. The Parties to this Agreement are affected by a Resolution of the City Council of the City of Saint Paul, known as Council File 05-345 (the "Resolution"), attached as **Exhibit A: Resolution including Map**, which documented the following:

1. The City vacated the City's interests in real property in the streets and alleys located in Ramsey County, Minnesota, as seen on the map included in Exhibit A; and

2. The City has discontinued services in the vacated streets. The City no longer plows and maintains those streets, tags and tows during snow emergencies or completes any parking enforcement on those streets; and

3. 3M will grant the City an exclusive and perpetual easement at the northwest corner of Minnehaha and Mendota, as described in the easement document which is attached as **Exhibit B**; and

B. The individual streets and alleys referred to above are collectively named herein as the "Vacation," and separately by their designated street names or legal descriptions.

C. The Parties wish to memorialize certain agreements, understandings, and other matters concerning the above.

1 of 14

## ARTICLE 1

### OPERATION AND MAINTENANCE

1.1 **City-owned Street Lights.** The City-owned street lights located on Bush Avenue west of Arcade Street may remain in place. 3M will pay operating and maintenance expenses of the City-owned street lights. The City will then bill 3M once a year for the cost of electricity and maintenance. If and when the street lights are removed in the future, 3M will pay for all costs of removal of the street lights. **Exhibit C, map of existing City facilities.**

1.2 **Traffic Signals at Seventh Street/ Minnehaha Avenue/Mendota Street Intersection.** 3M will pay 100% of any traffic signal revisions it requests. If and when the vacated portion of Mendota Street is no longer used for vehicular access, 3M will pay 100% of any traffic signal revisions which are needed. Any changes in the traffic signal initiated by the City will be assessed to 3M at 1/6 of the total cost; see Exhibit C.

1.3 **Street Signs.** Street signs may remain, be modified or be removed at 3M's discretion and cost.

1.4 **Appearance of Public Right-of-Way.** 3M will reconstruct at its own expense the ends of vacated streets and alleys, to the satisfaction of the Saint Paul Department of Public Works ("Public Works"), so they no longer appear as public right-of-way. This may be accomplished by extending sidewalks across the ends of the vacated streets and/or constructing driveway aprons, in accordance with Public Works' standards and specifications. Said reconstruction may include, but is not limited to, reconstruction of storm sewer facilities and changing street name and traffic signs.

1.5 **Stairs at Arcade Street.** 3M may remove and pay for the removal of the public stairway to the bridge approach walk on the west side of Arcade street, see Exhibit C, provided proper procedures are followed including agreement from Saint Paul City Council and the State of Minnesota. If 3M wishes to keep the stairway in place, 3M will maintain it and keep it in good repair, and pay all maintenance costs without reimbursement from the City.

1.6 **Utility Easements.** 3M is responsible for verifying with the appropriate utilities and city departments ("Utilities") any redevelopment plans initiated by 3M that could affect the Utilities in any manner. Any costs of relocating facilities for Utilities are to be negotiated directly between 3M and the Utilities.

1.7 **Fire Hydrants.** The City and 3M agree to the Board of Water Commissioners Standard Easement Provisions; see Exhibits C and D.

## ARTICLE 2

### GENERAL PROVISIONS

2.1 **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

2.2 **Construction.** The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof, and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

2.3 **Severability.** If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

2.4 **Governing Law.** This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

2.5 **No Third-Party Benefit.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties to this Agreement or their permitted successors or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

2.6 **Indemnification.** Each party hereto shall indemnify, defend and hold harmless the other party from and against all claims, expenses, losses or liabilities in connection with any action or claims paid, suffered or incurred as a result of the indemnifying party's construction, maintenance, use or occupancy of the Vacation or Easement Area as provided in this Agreement.

2.7 **Time Limitation.** This Agreement and covenants shall remain in effect in perpetuity.

2.8 **Amendment.** This Agreement may not be amended or modified without the written consent of the Parties hereto.

2.9 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein, with the exception of the aforementioned Resolution.

*[Separate Signature Pages Follow.]*






Return copy to: (TS)  
Real Estate Division  
140 City Hall

Exhibit A, 1 of 5  
Council File # 05-345  
Green Sheet # 3025524

**RESOLUTION**  
**CITY OF SAINT PAUL, MINNESOTA**

39

Presented By   
Referred To \_\_\_\_\_ Committee: Date \_\_\_\_\_

1 **BE IT RESOLVED**, that, upon the petition of 3M, as documented in Real Estate Division File Number  
2 25-2004, public properties hereinafter described are hereby vacated and discontinued as public property:

3  
4 The property to be vacated is described as follows:

5  
6 See attachment "A"

7  
8 **BE IT FURTHER RESOLVED**, That this vacation shall be subject to the terms and condition of  
9 Chapter 130, codified March 1, 1981, of the Saint Paul Legislative Code as amended, and to the  
10 following conditions:

- 11
- 12 1. That the petitioner's, their successors and assigns shall pay \$600.00 as an administrative fee for  
13 this vacation which is due and payable within 60 days of the effective date of this resolution.  
14
  - 15 2. That a permanent utility easement shall be retained on, over, under and across the vacated area on  
16 behalf of the City of Saint Paul, Department of Public Works to reserve the right of the City to  
17 maintain and operate any sewer in or upon said easement and to enter upon said easement or any  
18 portion thereof at any time and from time to time, for the purposes of future construction,  
19 reconstruction, inspecting, maintaining or repairing the same or any part thereof. Any  
20 development or use of the property shall be subject to the following conditions:  
21
    - 22 a. No buildings, structures, trees or any temporary structure, material storage, fixture, or any  
23 other objects that will prohibit normal access to utility facilities for maintenance purposes  
24 will be permitted within the easement area.  
25
    - 26 b. Improvements in or upon the above described easement that do not prohibit the City from  
27 exercising its reserved rights may be allowed by obtaining written permission from the  
28 Department of Public Works Sewer Division with the understanding that the restoration  
29 and costs of such improvements shall be the sole responsibility of the petitioner, its  
30 successors and assigns in the event the City exercises its reserved easement rights.  
31
    - 32 c. No change from the existing grade within the easement area will be permitted without  
33 written permission from the Department of Public Works.  
34  
35

05-345

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d. No change in surfacing within the easement area will be permitted without written permission from the Department of Public Works.

e. The petitioner, its successors and assigns shall indemnify, defend, and save harmless the City of Saint Paul, its officers, agents, employees, and servants from all suits, actions, or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe or connection in said reserved easement arising out of or resulting from any action or negligence of the petitioner, its employees, agents, or business invitees.

3. That, on behalf of the Board of Water Commissioners of the City of Saint Paul, a permanent utility easement shall be retained on, over, under and across the vacated area to reserve the right of the Board to maintain and operate any water facility in, on or upon said easement, and to enter upon said easement or any portion thereof at any time, and from time to time for the purposes of future construction, reconstruction, inspection, maintenance or repair of the same or any part thereof. The said utility easement shall be subject to the following restrictions:

a. No buildings, structures, trees or any temporary structure, material storage, fixture, or other object that may prohibit normal access to water facilities for maintenance purposes will be permitted within the easement area.

b. With written permission from the Saint Paul Regional Water Services, improvements in or upon the above described easement that do not prohibit or limit the full and free exercise by the Saint Paul Regional Water Services of its reserved rights may be allowed, with the understanding that the restoration and costs of such improvements, should the Water Services exercise its easement rights, shall be the sole responsibility of the fee owner, its successors and assigns.

c. Should it be necessary that the petitioner's works or improvements be removed, or should the said works or improvements be damaged as a result of the Saint Paul Regional Water Services' operations, all removal, replacement or modification costs shall be borne solely by the petitioner.

d. No change from the existing grade within the easement shall be permitted without written permission from the Saint Paul Regional Water Services.

e. No change in surfacing within the easement area shall be permitted without written permission from the Saint Paul Regional Water Services.

f. The petitioner, its successors and assigns shall fully indemnify, defend and save harmless the Board of Water Commissioners of the City of Saint Paul, its officers, agents, employees, and servants from all suits, actions or claims that shall arise from any injuries or damages received or sustained by any break in any service pipe, water main, or connection in said reserved easement, arising out of or resulting from any action or negligence of the petitioner, its employees, agents or business invitees.

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- 4. That a permanent utility easement shall be retained within the vacated area to protect the interest of Northern States Power Company, d.b.a. Xcel Energy.
- 5. That a permanent utility easement shall be retained within the vacated area to protect the interest of Qwest Corporation.
- 6. That a permanent utility easement shall be retained within the vacated area to protect the interest of Comcast of Saint Paul, Inc.
- 7. That a permanent utility easement shall be retained within the vacated area to protect the interest of MCI Network Services, Inc.
- 8. That the petitioner shall be responsible for all costs for the removal of existing street lighting within the vacated areas.
- 9. That the petitioner shall be responsible for all costs for modifying the traffic signal at the intersection of Seventh Street and Minnehaha Avenue.
- 10. That the petitioner shall be responsible for all costs for the reconstruction of the ends of the vacated streets and alleys, to the satisfaction of the Department of Public Works, so they no longer appear as public right-of-way. This can be accomplished by extending sidewalks across the ends of the vacated streets and constructing driveway aprons in the boulevard area, in accordance with Public Works standards and specifications. Said reconstruction may include, but is not limited to, reconstruction of storm sewer facilities and changing street name and traffic signs.
- 11. That the petitioner shall submit a site plan to St Paul Public Works showing how they intend to comply with above condition #10.
- 12. There are public steps from the bridge approach walk on the west side of Arcade Street to the walk on the north side of Bush Street. It will have to be determined who will own, maintain and be liable for them. If it is determined they are no longer needed, it requires City Council action and State approval in order to remove them. Costs for the stair removal and subsequent reconstruction of the Arcade bridge railing would be the responsibility of the petitioner
- 13. That the petitioners shall dedicate a small corner of right-of-way at the northwest corner of Minnehaha Avenue and Mendota Street, described as follows:

That part of Lot 30, Block 3, Hill's Addition to Saint Paul, Ramsey County, Minnesota lying southeasterly of the southwesterly extension of the southeasterly line of Block 3, E.M. Mackubin's Addition to Saint Paul, Ramsey County, Minnesota, to the south line of Block 30, in said Hill's Addition.

- 14. That the petitioners, their successors and assigns agree to indemnify, defend and save harmless the City of Saint Paul, its officers and employees from all suits, actions or claims of any character brought as a result of injuries or damages received or sustained by any person, persons or property on account of this vacation or petitioners' use of this property, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said petitioners or



- 1 because of any claims or liability arising from any violation of any law or regulation made in accordance with the law; whether by the petitioners or any of their agents or employees. OS-345
- 2
- 3
- 4 15. That the petitioners, their successors and assigns shall, within 60 days of the effective date of this
- 5 resolution, file with the City Clerk an acceptance in writing of the conditions of this resolution
- 6 and shall, within the period(s) specified in the terms and conditions of this resolution, comply in
- 7 all respects with these terms and conditions.

	Yeas	Nays	Absent
Benanav	✓		
Bostrom	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Montgomery	✓		
Thunc	✓		
	7	0	0

Requested by Department of:  
Public Works  
By: Robert Sandhurn  
Director

Form Approved by City Attorney  
By: [Signature]

Adopted by Council: Date April 20, 2005

Adoption Certified by Council Secretary

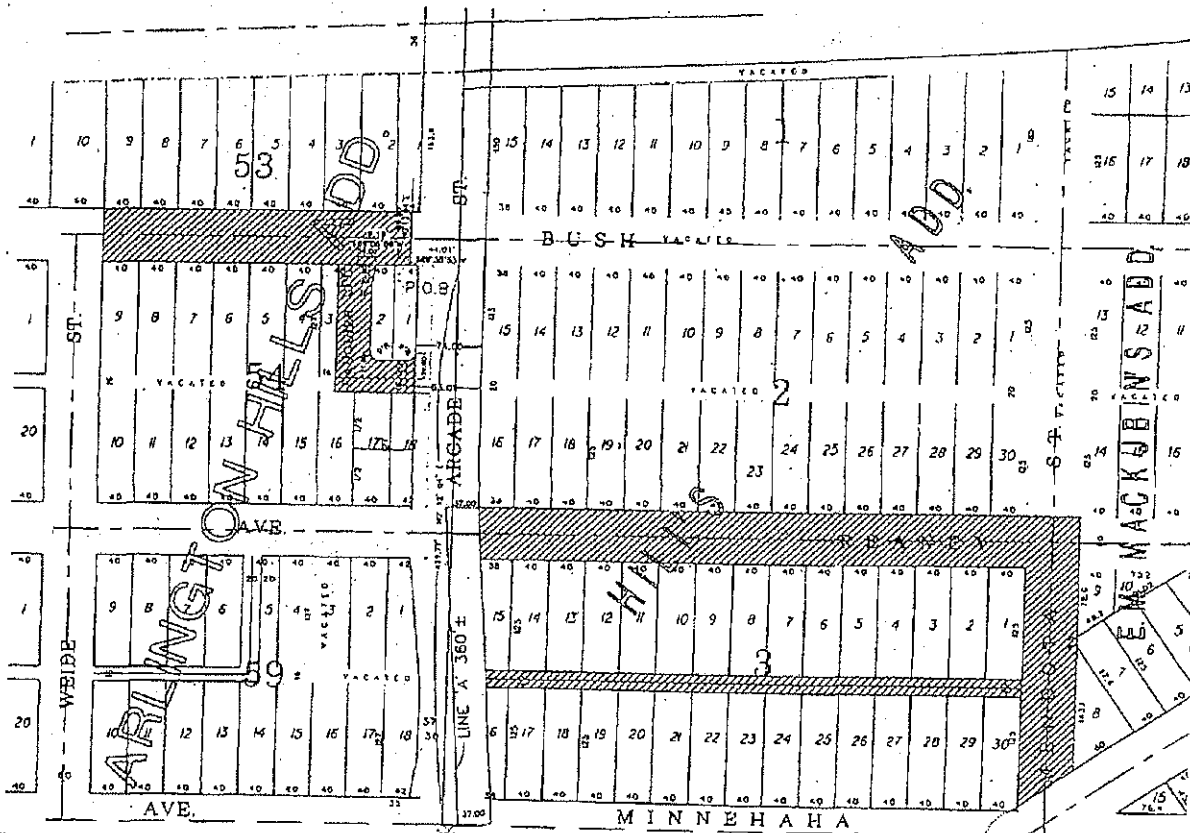
By: [Signature]

Approved by Mayor: Date 4-25-05

By: [Signature]

Approved by Mayor for Submission to Council  
[Signature]

ARLINGTON HILLS ADD. & HILLS ADD.



**BUSH AVE.**  
Weide St. to Arcade St.

**REANEY AVE.**  
Arcade St. to Mendota St.

**MENDOTA ST.**  
Seventh St. to Reaney Ave.

**FAURQUIER PL.**  
Bush Ave. to Arcade St.

**ALLEYS**  
Block 54, Arlington Hills Addition  
Block 3, Hills Addition

**VACATION**  
City of St. Paul  
Dept of Public Works  
Survey Division  
July 23, 2005

Scale 1" = 150'

C.F. # 05-345  
April 20, 2005

**ARLINGTON HILLS ADD. & HILLS ADD.**  
Bounded by: Weide, Bush, Mendota, Minnehaha

**VACATION**  
DR 4 No. 3235

POINT OF COMMENCEMENT.  
SW CORNER OF THE SW 1/4  
OF SEC. 28, T.29, R. 22

EXTENDED SOUTHEASTERLY LINE  
OF BL. 3, E.M. MACKUBIN'S ADD.

  
VACATION

Doc. #  
Rec. Date:

Exhibit A

**DEDICATION OF EASEMENT  
FOR STREET RIGHT OF WAY**

3M (Minnesota Mining and Manufacturing Company),

---

Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Saint Paul, a municipal corporation of the State of Minnesota, its successors and assigns, as Grantee, a permanent access for street right of way purposes over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

That part of Lot 30, Block 3, Hill's Addition to Saint Paul, Ramsey County, Minnesota lying southeasterly of Block 3, E.M. Mackubin's Addition to Saint Paul, Ramsey County, Minnesota, to the south line of Block 30, in said Hill's Addition.

To have and to hold the same forever. 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.

That Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time.

Grantor shall assume all risk and liability for itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and operations of its agents or employees within the easement area described above, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees. Grantor shall not be responsible for any injury to persons or property resulting in any manner from the conduct of Grantee's operations and operations of its agents or employees within the easement described above, or for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by Grantee or its own agents or its own employees. Grantee's liability shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minn. Stat. §466.04, and other applicable law.

IN TESTIMONY WHEREOF, Grantor, \_\_\_\_\_, a  
\_\_\_\_\_ under the laws of \_\_\_\_\_, has caused this  
deed to be executed in its corporate name by its duly authorized officers, and attested to this  
day of \_\_\_\_\_, 2006.

By \_\_\_\_\_

Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA }  
                                  } ss  
COUNTY OF RAMSEY }

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ and \_\_\_\_\_  
the \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_

This Instrument was drafted by:  
  
Department of Public Works  
Technical Services Division - Real Estate  
Room 1000, City Hall Annex  
25 W. 4<sup>th</sup> St.  
St. Paul, MN 55102

# EXHIBIT C



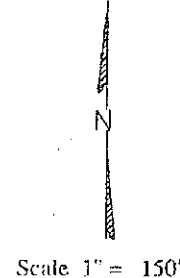
**BUSH AVE.**  
Weide St. to Arcade St.

**REANEY AVE.**  
Arcade St. to Mendota St.

**MENDOTA ST.**  
Seventh St. to Reaney Ave.

**FAURQUIER PL.**  
Bush Ave. to Arcade St.

**ALLEYS**  
Block 54, Arlington Hills Addition  
Block 3, Hills Addition



**Existing City Facilities**  
(Not drawn to scale)

- ▲ Hydrant
- ⊗ Light Standard
- ▣ Stairs
- ◆ Traffic Signal

**Vacated Streets and Alleys**

City of St. Paul  
Dept of Public Works  
Technical Services Division  
April 12, 2007  
Drawn by: CAK

## Standard Easement Provisions Board of Water Commissioners

Revision date: February 8, 2002

That a permanent utility easement shall be retained on, over, under and across the vacated area on behalf of the Board of Water Commissioners of the City of Saint Paul to reserve the right of the Board to maintain and operate any water facility in or upon said easement and to enter upon said easement, or any portion thereof, at any time and from time to time, for the purposes of future construction, reconstruction, inspection, maintenance or repair of the same, or any part thereof. Said utility easement shall be subject to the following requirements:

- a. No buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to water facilities for maintenance purposes will be permitted within the easement area.
- b. Improvements in or upon the above described easement that do not prohibit the Board from exercising its reserved rights may be allowed by obtaining written permission from Saint Paul Regional Water Services with the understanding that the restoration and costs of such improvements shall be the sole responsibility of the petitioner, its successors and assigns in the event the Board exercises its reserved easement rights.
- c. Should it be necessary that the petitioner's works or improvements be removed or damaged as a result of Saint Paul Regional Water Services operations, all removal, replacement or modification costs shall be borne solely by the petitioner.
- d. No change from the existing grade within the easement area shall be permitted without written permission from Saint Paul Regional Water Services.
- e. No change in surfacing within the easement area shall be permitted without written permission from Saint Paul Regional Water Services.
- f. The petitioner, its successors and assigns shall fully indemnify, defend, and save harmless the Board of Water Commissioners of the City of Saint Paul, its officers, agents, employees, and servants from all suits, actions or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe, water main, or connection in said reserved easement, arising out of or resulting from any action or negligence of the petitioner, its employees, agents or, business invitees.

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