

Exhibit A

(Space Above for Recorder/Registrar Use)

DEDICATION OF EASEMENT FOR RIGHT-OF-WAY PURPOSES

HAMLIN STATION LIMITED PARTNERSHIP, a Minnesota limited partnership, (“Grantor”), for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, and convey to the **CITY OF SAINT PAUL**, a municipal corporation of the State of Minnesota, its successors, and assigns (“Grantee”), a non-exclusive permanent easement for right-of-way purposes (the “Easement”) on, over, under and across a portion of that certain property owned by Grantor being in the County of Ramsey, State of Minnesota, described as follows:

See attached Exhibit A for legal description of property (the “Property”);

See attached Exhibit B for depiction and legal description of right-of-way easement area (the “Easement Area”).

To have and to hold the same forever. Grantor does covenant with the Grantee, its successors and assigns, that it is the fee owner of the property and has good right to grant and convey the easement herein to the Grantee and that all mortgagees holding liens on the Property have consented to this Easement, which consents are attached hereto and incorporated herein.

Grantor also covenants that the Easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming ownership of the whole or any part thereof. 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.

EXHIBIT A

Legal Description of Property

Lot 16 to Lot 23, inclusive, Block 31, Syndicate No.5 Addition to St. Paul, Ramsey County, Minnesota, together with that portion of University Avenue as dedicated in the plat of Syndicate No.5 Addition to St. Paul, adjoining Lots 16 to 30, inclusive, Block 31 of said Syndicate No. 5 Addition to St. Paul lying north of a line 60 feet northerly of and parallel with the centerline of said University Avenue (also being the south line of the Northeast Quarter of Section 34, Township 29, Range 23 West), lying westerly of the following described line:

Commencing at the northwest corner of said Lot 16; thence North 89 degrees 21 minutes 19 seconds East, assumed bearing along the north line of said Lots 16 to 23, inclusive, a distance of 302.92 feet to the actual point of beginning of the line to be described; thence South 00 degrees 21 minutes 41 seconds East, a distance of 126.46 feet to a point on said line 60 feet northerly of and parallel with the centerline of University Avenue (also being the south line of the Northeast Quarter of Section 34, Township 29, Range 23 West) and there terminating.

CONSENT BY MORTGAGEE

The undersigned, as mortgagee pursuant to the following instruments, hereby consents to the execution and recording of the attached Easement for Right-of-Way purposes and subordinates the following documents to the attached Easement:

- 1. Combination Mortgage and Security Agreement executed by Hamline Station Limited Partnership, a Minnesota limited partnership, dated December 12, 2014, filed January 22, 2015 as Document Number T02521878, in the amount of \$1,186,000.00, in favor of the City of Saint Paul, Minnesota, a Minnesota public body corporate and politic.

Dated: _____, 2016

CITY OF SAINT PAUL

By: _____
 Name: _____
 Title: _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 2016, by _____ the _____ of the City of Saint Paul, a Minnesota public body corporate and politic, on behalf of the public body.

Notary Public

CONSENT BY MORTGAGEE

The undersigned, as mortgagee pursuant to the following instruments, hereby consents to the execution and recording of the attached Easement for Right-of-Way purposes and subordinates the following documents to the attached Easement:

1. First Amendment to Home Repayment Agreement, Home Promissory Note, Combination Mortgage, Security Agreement and Assignment of Rents and Leases, and Declaration of Covenants, Conditions and Restrictions between PPL Hamline Station LLC and the Housing and Development Authority of the City of Saint Paul, Minnesota dated June 23, 2014, filed January 22, 2015 as Document Number T02521858.
2. Second Amendment to Home Repayment Agreement, Home Promissory Note, Combination Mortgage, Security Agreement and Assignment of Rents and Leases, and Declaration of Covenants, Conditions and Restrictions between PPL Hamline Station LLC and the Housing and Development Authority of the City of Saint Paul, Minnesota dated December 19, 2014, filed January 22, 2015 as Document Number T02521860.
3. Assignment and Assumption Agreement and Amendment (HOME Loan – West) by and among PPL Hamline Station LLC, Hamline Station Limited Partnership and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota dated December 9, 2014, filed January 22, 2015 as Document Number T02521877, regarding Mortgage in the amount of \$1,150,000.00.

Dated: _____, 2016

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT
PAUL

By: _____
Name: _____
Title: _____

AND

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before this _____ day of _____, 2016, by _____ and _____, the _____ and _____ of Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic of the State of Minnesota, on behalf of the Authority.

Notary Public

