
SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**AGREEMENT REGARDING
SLOPE EASEMENT ALONG FOREST STREET**

This Agreement Regarding Slope Easement Along Forest Street (this "Agreement") is made effective the ___ day of _____, 2012, by the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of the State of Minnesota ("Port Authority"), and the CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota ("City").

WITNESSETH:

WHEREAS, pursuant to that certain Warranty Deed dated October 15, 1941 and recorded in the Ramsey County Recorder's Office as Document No. 999620, the City holds an easement to construct a fill slope along the east side of Forest Street (the "Fill Slope Easement") on the real property located in Ramsey County, Minnesota, and legally described on Exhibit A attached hereto (the "Burdened Property"); and

WHEREAS, the Port Authority holds fee title to, and is in the process of replatting and redeveloping, the Burdened Property and surrounding property as part of the Port Authority's effort to increase the City's tax base and revitalize and bring new jobs to the area; and

WHEREAS, the Fill Slope Easement is vague with respect to the property owner's right to construct improvements along the east side of Forest Street and may pose unnecessary obstacles to redeveloping the Burdened Property; and

WHEREAS, for most of the time that the Fill Slope Easement has been in existence, a commercial building abutted Forest Street and occupied a significant portion of the Burdened Property. 3M Corporation constructed a several story building on the site from 1953 to 1955 which occupied virtually all of the Fill Slope Easement. The west face of that building extended 20 to 25 feet below the Forest Street grade and abutted the east right-of-way of Forest Street. That building was demolished, above grade, in approximately 2004. The wall abutting Forest Street ("Former Building Wall") was left in place, and the basement ("Former Basement") backfilled with soil. That building, while it was in place, and the Former Building Wall and

backfill that remain, have provided the structural support to Forest Street and eliminated the need for the fill slope contemplated by the Fill Slope Easement; and

WHEREAS, the Port Authority and the City wish to clarify and/or amend the Fill Slope Easement in order to facilitate the Port Authority's redevelopment of the Burdened Property and surrounding property.

NOW, THEREFORE, in consideration of the recitals, the covenants of the parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Port Authority and the City hereby clarify or amend the terms of the Fill Slope Easement as follows:

1. Construction of Improvements in the Fill Slope Easement.

Any and all improvements, such as and including buildings or other structures, parking areas, fill, and/or other improvements, may be constructed, placed, repaired, maintained, or replaced in the Fill Slope Easement so long as such improvements, and the construction and maintenance thereof, will not materially compromise the structural integrity of, or otherwise cause damage to, Forest Street or the public sidewalks or other public improvements located along Forest Street and so long as such improvements comply with all permitting and approval requirements under the City's Code of Ordinances. For purposes of this paragraph, the term "damage" shall not include removal of or damage to public improvements where such removal or damage is reasonably necessary, and is replaced or repaired as required by the City (reasonably necessary), for the construction, placement, repair, maintenance or replacement of the improvement on the Burdened Property.

2. Ownership of Wall Abutting Forest Street

The Port Authority represents and warrants that it is the fee owner of the Burdened Property and the Former Building Wall, Former Basement and backfill that abut Forest Street; and that, except to the extent arising directly out of the City's activities on or adjacent to the Burdened Property, the City shall have no responsibilities incident thereto, including but not limited to, responsibilities under environmental laws.

3. Retention of Right for Future Construction Easement

Notwithstanding the terms of this Agreement and the Slope Easement, but subject to the rights of the Port Authority and/or its successors-in-title to fully develop and construct buildings and other improvements on the Burdened Property in compliance with the City's Code of Ordinances, the Port Authority agrees that the City shall retain the right to obtain in the future a temporary construction easement over a portion of the Burdened Property, at no cost to the City and at a time to be determined by the City in its reasonable discretion but otherwise on reasonable and mutually agreeable terms determined in good faith (including without limitation the City's obligation to restore the Burdened Property to its pre-disturbance condition at the City's cost), for purposes of future demolition and construction, or major renovation, of the existing Forest Street Bridge.

4. Amendment of Fill Slope Easement.

To the extent there is any inconsistency between the Fill Slope Easement and the provisions of this Agreement, the provisions of this Agreement shall govern and the Fill Slope Easement is hereby amended to give effect to each such provision.

5. Successors and Assigns.

This Agreement shall run with the Burdened Property and inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

6. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws.

7. Entire Agreement; Amendments.

This Agreement contains the entire agreement between the Port Authority and the City with respect to the subject matter herein and supersedes all prior understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument signed by both parties and recorded.

[Signature Pages Follow]

EXHIBIT A

Legal Description

That part of the following described property lying south of the south right-of-way line of the Union Pacific Railroad and lying east of the east line of Forest Street:

Commencing at the southwest corner of Lot 17, Block 1, said J.P. Gribbens Rearrangement A, Ramsey County, Minnesota; thence North 0 degrees 02 minutes 14 seconds East, assumed bearing, along the west lines of said Blocks 1 and 2 and said lines extended across vacated Vernon Place, a distance of 138.0 feet to the point of beginning of the parcel to be described; thence North 21 degrees 50 minutes 18 seconds East, 21.54 feet; thence North 12 degrees 18 minutes 06 seconds East, 70.61 feet; thence North 71 degrees 36 minutes 09 seconds East, 15.81 feet; thence North 02 degrees 42 minutes 01 seconds East, 41.23 feet; thence northwesterly, along a 39.00 foot radius, tangential curve, concave to the southwest, central angle 92 degrees 39 minutes 47 seconds a distance of 63.07 feet; thence North 89 degrees 57 minutes 46 seconds West 7.12 feet; thence South 08 degrees 56 minutes 46 seconds East 39.48 feet, to the west line of said Block 2; thence South 0 degrees 02 minutes 14 seconds West 137.00 feet, to the point of beginning and there terminating.