

Space above reserved for recording information

---

**AMENDMENT TO DEED OF DEDICATION OF EASEMENTS  
FOR PEDESTRIAN PURPOSES AND FOR DRAINAGE AND UTILITY**

**THIS AMENDMENT** is made and entered into as of \_\_\_\_, day of \_\_\_\_\_, 2024 by and between **Snelling-Midway Redevelopment, LLC**, a Minnesota limited liability company (“Grantor”), and the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors and assigns (the “Grantee”), and

**RECITALS**

A. Grantor granted to Grantee certain easements and other rights pursuant to that certain Deed of Dedication of Easement for Pedestrian Purposes dated February 21, 2019 between the Grantee and RK Midway Shopping Center LLC, predecessor in interest to the Grantor, and recorded in the office of the Registrar of Titles of Ramsey County as Document No. T02634499 on March 1, 2019 (the “Deed of Dedication”).

B. The parties desire to amend the Deed of Dedication as provided herein. Terms used herein and not defined have the meanings ascribed to them in the Deed of Dedication.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the parties hereby agree as follows:

1. The Grantor and Grantee agree to replace Paragraph 1, the Pedestrian Easement in its entirety with the following language:

Grantor, for good and valuable consideration, to Grantor 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 non-exclusive permanent easement for pedestrian purposes (the "Pedestrian Easement") on and across the easterly 5.00 feet of Outlot C, MLS SOCCER REDEVELOPMENT, Ramsey County, Minnesota (the "Parcel"). The Pedestrian Easement is depicted on Exhibit A attached hereto.

2. Except as hereinabove expressly modified or amended, all of the terms and provisions of the Deed of Dedication shall remain in full force and effect.

Signature page of Grantor

**IN TESTIMONY WHEREOF**, the parties have executed this Amendment to Deed of Dedication as of the date first written above.

**GRANTOR:**

**SNELLING-MIDWAY REDEVELOPMENT, LLC**

By: \_\_\_\_\_  
William W. McGuire, Managing Member

**STATE OF MINNESOTA )**  
**) ss**  
**COUNTY OF HENNEPIN**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned William W. McGuire, Managing Member of Snelling-Midway Redevelopment, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

\_\_\_\_\_  
Signature of Notary

This Instrument was drafted by:

Kaplan, Strangis and Kaplan, P.A. (sjs)  
730 Second Avenue South, Suite 1450  
Minneapolis, MN 55402  
(sjs) 612-904-5638

**GRANTEE:**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Deputy Mayor

By: \_\_\_\_\_  
Director of the Office of Financial  
Services

By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**CITY ACKNOWLEDGMENT**

**STATE OF MINNESOTA    )**  
**) ss**  
**COUNTY OF RAMSEY**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned \_\_\_\_\_, Deputy Mayor of the City of Saint Paul, appeared before me and acknowledged that she signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

\_\_\_\_\_  
Signature of Notary

**STATE OF MINNESOTA    )**  
**) ss**  
**COUNTY OF RAMSEY    )**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned \_\_\_\_\_, Director of Financial Services for the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

\_\_\_\_\_  
Signature of Notary

**STATE OF MINNESOTA    )**  
**) ss**  
**COUNTY OF RAMSEY**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned \_\_\_\_\_, City Clerk of the City of Saint Paul, appeared before me and acknowledged that she signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

\_\_\_\_\_  
Signature of Notary



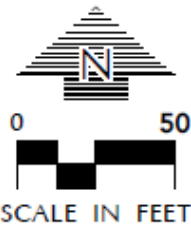
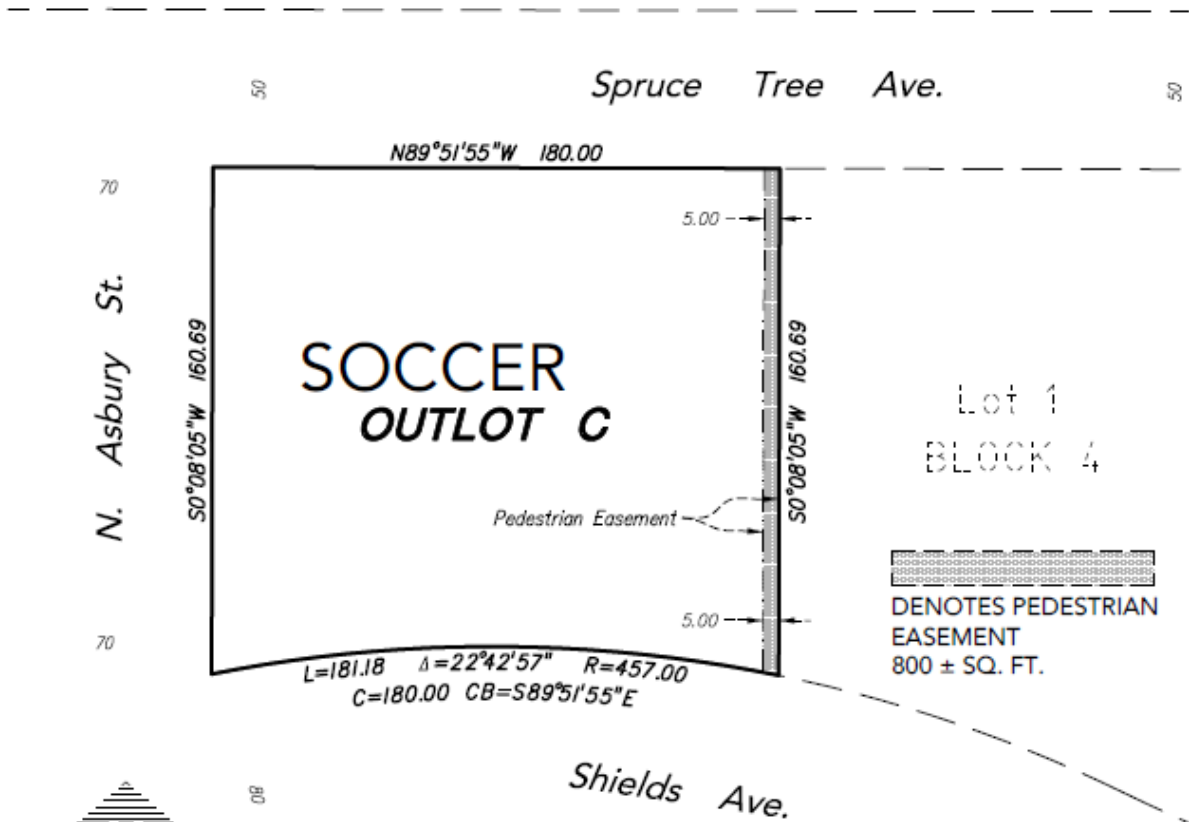
**EXHIBIT A  
PEDESTRIAN EASEMENT DEPICTION**

Pedestrian Easement  
Outlot C, MLS SOCCER REDEVELOPMENT  
March 29, 2024

The easterly 5.00 feet of Outlot C, MLS SOCCER REDEVELOPMENT, Ramsey County, Minnesota.

MLS

Lot 1  
BLOCK 2



**REDEVELOPMENT**

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.

*Max L. Stanislawski*  
Max L. Stanislawski - PLS License No. 48988

03/29/24  
Date

**LOUCKS**  
Loucks Project No. 16028B

W:\2016\16028\CADD\DATA\SURVEY\dwg Sheet Files\16028B-EXH\_PED

Space above reserved for recording information

---

**AMENDMENT TO DEED OF DEDICATION OF EASEMENTS  
FOR PEDESTRIAN PURPOSES AND FOR DRAINAGE AND UTILITY**

**THIS AMENDMENT** is made and entered into as of \_\_\_\_, day of \_\_\_\_\_, 2024 by and between **Snelling-Midway Redevelopment, LLC**, a Minnesota limited liability company (“Grantor”), and the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors and assigns (the “Grantee”), and

**RECITALS**

A. Grantor granted to Grantee certain easements and other rights pursuant to that certain Deed of Dedication of Easement for Pedestrian Purposes and for Drainage and Utility dated February 21, 2019 between the Grantee and RK Midway Shopping Center LLC, predecessor in interest to the Grantor, and recorded in the office of the Registrar of Titles of Ramsey County as Document No. T02634500 on March 1, 2019 (the “Deed of Dedication”).

B. The parties desire to amend the Deed of Dedication as provided herein. Terms used herein and not defined have the meanings ascribed to them in the Deed of Dedication.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the parties hereby agree as follows:

1. The Grantor and Grantee agree to replace the Pedestrian Easement language appearing on page one with the following:

(1) A non-exclusive permanent easement for pedestrian purposes (the "Pedestrian Easement") on and across the westerly 30.00 feet of Lot 1, Block 4, MLS SOCCER REDEVELOPMENT, Ramsey County, Minnesota (the "Parcel"). The Pedestrian Easement is depicted on Exhibit A attached hereto.

2. The Grantor and Grantee agree to replace the Drainage and Utility Easement language appearing page one with the following:

(2) A non-exclusive permanent easement for drainage and utility purposes (the "Drainage and Utility Easement") under and across the westerly 20.00 feet of Lot 1, Block 4, MLS SOCCER REDEVELOPMENT, Ramsey County, Minnesota. The Drainage and Utility Easement is depicted on Exhibit B attached hereto.

3. Except as hereinabove expressly modified or amended, all of the terms and provisions of the Deed of Dedication shall remain in full force and effect.

[Signatures and notarization appear on the following page.]





**GRANTEE:**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Deputy Mayor

By: \_\_\_\_\_  
Director of the Office of Financial  
Services

By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**ACKNOWLEDGMENT AND CONSENT OF MUSC HOLDINGS, LLC**

The undersigned, pursuant to that certain Development Agreement dated April 1, 2016, as amended by, as amended by Amendment No. 1 to Development Agreement dated October 31, 2016, Amendment No. 2 to Development Agreement dated May 19, 2017 and Amendment No. 3 to Development Agreement dated November 15, 2017 by and between the City of Saint Paul, a municipal corporation of the State of Minnesota ("Grantee") and MUSC Holdings, LLC, a Minnesota limited liability company ("Team"), does hereby join in and consent to the foregoing Amendment to which this Consent is attached and incorporated, and agrees to be bound by the terms thereof and agrees that its interest in the property described therein shall be subordinate to the Deed of Dedication as amended . In granting this consent, the Team does not waive the right to consent to any further amendments or modification of the Deed of Dedication.

**MUSC HOLDINGS, LLC**

By: \_\_\_\_\_  
William W. McGuire, Managing Member

**STATE OF MINNESOTA )**  
**) ss.**  
**COUNTY OF HENNEPIN )**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned William W. McGuire, Managing Member of MUSC Holdings, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

\_\_\_\_\_  
Signature of Notary

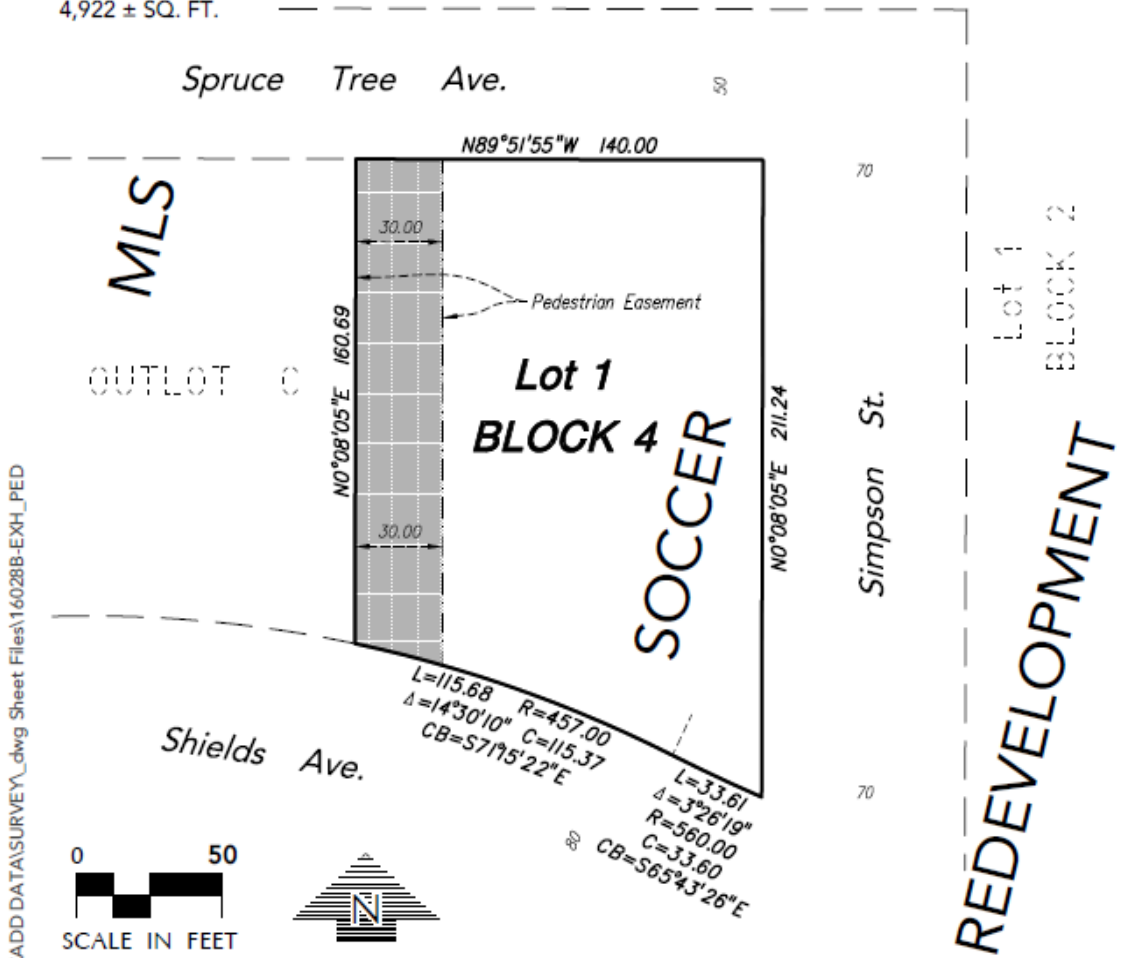
**EXHIBIT A  
PEDESTRIAN EASEMENT DEPICTION**

**Pedestrian Easement  
Lot 1, Block 4, MLS SOCCER REDEVELOPMENT  
March 29, 2024**

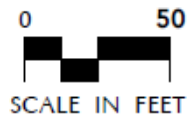
The westerly 30.00 feet of Lot 1, Block 4, MLS SOCCER REDEVELOPMENT, Ramsey County, Minnesota.

  
DENOTES PEDESTRIAN  
EASEMENT  
4,922 ± SQ. FT.

Lot 1  
BLOCK 2



W:\2016\16028\CADD DATA\SURVEY\dwg Sheet Files\16028B-EXH\_PED



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.

*Max L. Stanislawski*  
Max L. Stanislawski - PLS License No. 48988

03/29/24  
Date

 **LOUCKS**  
Loucks Project No. 16028B

