

**DEED OF DEDICATION OF EASEMENT  
FOR UTILITY PURPOSES**

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Grantors, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, do 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 easement for utility purposes over, under and across the following tracts of land being in the County of Ramsey, State of Minnesota, legally described on Exhibit A attached hereto. The easement is depicted on Exhibit B (the "Easement").

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.


It is also understood that the Easement herein granted does not convey any right or interest in the above described property except as stated herein, and does not prevent Grantor from the use of said property, provided that such use does not interfere with the rights herein granted.

**IN TESTIMONY WHEREOF**, Grantors, have caused this easement to be executed in their corporate names by their duly authorized officers, and attested to this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTORS:**

**RK MIDWAY SHOPPING CENTER,  
LLC**, a Delaware limited liability company

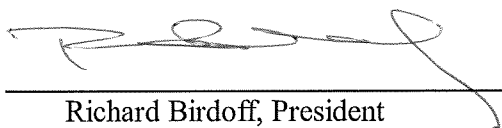
By: RK Midway Corp., it managing member

By:   
\_\_\_\_\_  
Richard Birdoff, President

**RK UNIVERSITY MIDWAY, LLC**, a  
Delaware limited liability company, a Delaware  
limited liability company

By: REIN Midway Limited Partnership, its  
manager,

By: Rein Properties of Minnesota, Inc., its managing  
general partner,

By:   
\_\_\_\_\_  
Richard Birdoff, President

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )


This foregoing was acknowledged before me this 22<sup>nd</sup> day of June, 2018, by Richard Birdoff, the President of RK Midway Corp. on behalf of RK Midway Shopping Center LLC.

**ESTRELLA ARIZMENDI**  
**Notary Public, State of New York**  
**No. 01AR6145976**  
**Qualified in New York County**  
**Certificate Filed in New York County**  
**Commission Expires July 14, 2019**

Estruca Izquierdo  
Notary Public

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

The foregoing was acknowledged before me this 22<sup>nd</sup> day of June, 2018, by Richard Birdoff, the President of REIN Midway Limited Partnership and Rein Properties of Minnesota, Inc. on behalf of RK University Midway LLC.

  
\_\_\_\_\_  
Notary Public

**ESTRELLA ARIZMENDI**  
**Notary Public, State of New York**  
**No. 01AR6145976**  
**Qualified in New York County**  
**Certificate Filed in New York County**  
**Commission Expires July 14, 2019**

## ACKNOWLEDGMENT AND CONSENT OF MASTER TENANT

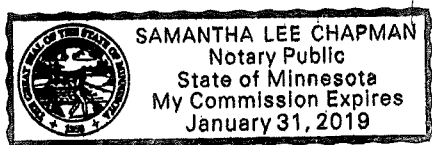
The undersigned, the Master Tenant under that certain Midway Shopping Center Master Lease dated as of August 17, 2017 between RK Midway Shopping Center LLC, and RK University Midway LLC, as Master Lessor, and Snelling-Midway Redevelopment, LLC as Master Tenant (the "Master Tenant"), does hereby join in and consent to the foregoing Easement to which this Consent is 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 grant of easement. In granting this consent, Master Tenant does not waive the right to consent to any subsequent amendment or modification of the Easement.

**SNELLING-MIDWAY REDEVELOPMENT, LLC**

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

STATE OF MINNESOTA      )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this 21 day of June, 2018, by William W. McGuire, the managing member of Snelling-Midway Redevelopment, LLC, on behalf of the company.



Samantha Chapman  
Notary Public

CONSENT AND SUBORDINATION

Deerwood Bank, a Minnesota banking corporation, the holder of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement in the original principal amount of \$5,000,000.00, dated December 17, 2013, filed December 23, 2013, as Document No. 4438282 and as Document No. 2229906, between RD Parent Investors LLC, a Delaware limited liability company, Mortgagor, and American Bank of St. Paul, a Minnesota banking corporation, Mortgagee (n/k/a Deerwood Bank), amended by that certain First Amendment to Mortgage, dated May 26, 2016, filed June 14, 2016 as Document No. A04609884 and June 28, 2016 as Document No. A04611760 and June 20, 2016 as Document No. T02560512, hereby consents to the recording of the Easement and agrees that its rights in the property affected by the Easement shall be subordinated thereto.

IN WITNESS WHEREOF, Deerwood Bank, a Minnesota banking corporation has caused this Consent and Subordination to be executed this 26 day of June, 2018.

DEERWOOD BANK, a Minnesota banking corporation

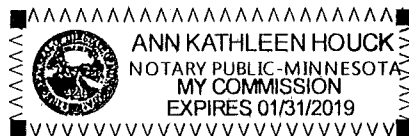
By: Russell Gaydos  
Its: Senior Vice President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ~~HENNEPIN~~ )  
 DAKOTA

The foregoing was acknowledged before me this 26<sup>th</sup> day of June, 2018, by Russell Gaydos, the Senior Vice President of Deerwood Bank, a Minnesota banking corporation, on behalf of the corporation.

Ann Houck  
Notary Public

This Instrument was drafted by:  
Kaplan, Strangis and Kaplan, P.A.  
90 south 7<sup>th</sup> Street, Suite 5500  
Minneapolis, MN 55402  
(BJP 612-375-1138)



**EXHIBIT A**  
**LEGAL DESCRIPTIONS**

Easement for utility purposes over, under and across the following described burdened property:

Lot 1, Block 2, MLS SOCCER REDEVELOPMENT

Lot 2, Block 2, MLS SOCCER REDEVELOPMENT

said easement for utility purposes being described as follows:

A 54.00 foot wide utility easement over, under and across Lots 1 and 2, Block 2, MLS SOCCER REDEVELOPMENT, according to the recorded plat thereof Ramsey County, Minnesota, the center line of which is described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 34, Township 29, Range 23, said Ramsey County, Minnesota; thence on an assumed bearing of SOUTH, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 311.00 feet to the point of beginning of said center line; thence South 89 degrees 51 minutes 55 seconds East a distance of 450.00 feet and said center line there terminating.

