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(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT  
FOR PUBLIC SIDEWALK PURPOSES**

THIS DEDICATION OF EASEMENT FOR PUBLIC SIDEWALK PURPOSES (the “**Easement**”) is made by **Saint Paul QOZ Hotel, L.L.C.**, a Delaware limited liability company (the “**Grantor**”), in favor of the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns (the “**City**” or “**Grantee**”).

Recitals

- A. Grantor is the fee owner of that certain tract of land being in the County of Ramsey, State of Minnesota, legally described on the attached Exhibit A (the “**Property**”); and
- B. Grantor has agreed to dedicate a permanent easement to Grantee on the following terms and conditions.

Terms of Easement

- 1. Grant of Easement. For good and valuable consideration, Grantor grants and conveys to the Grantee a permanent access, construction and maintenance easement for sidewalk purposes only, over, under, across, and through that portion of the Property legally described on the attached Exhibit B and depicted on the attached Exhibit C (the “**Sidewalk Easement Area**”). The parties agree and acknowledge that “sidewalk purposes” are as defined in Saint Paul Legislative Code including, but not limited to, Chapter 106, as well as the right of the City, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair sidewalk within the Sidewalk Easement Area.
- 2. Warranty of Title. Grantor warrants that it is the fee owner of the Property, and that it has the right, title, and capacity to convey this Easement to the City.
- 3. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

**[Signature Page Follows]**

**IN TESTIMONY WHEREOF**, Grantor, **Saint Paul QOZ Hotel, L.L.C.**, a limited liability company under the laws of Delaware, has caused this Easement to be executed in its corporate name by its duly authorized officers, and attested to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Saint Paul QOZ Hotel, L.L.C.**,  
a Delaware limited liability company

By: Saint Paul QOZ Limited Partnership, a  
Delaware limited partnership, its sole member

By: Saint Paul QOZ GP, L.L.C., a Delaware  
limited liability company, its general partner

By: Inland Private Capital Corporation, a  
Delaware corporation, its sole member

By: \_\_\_\_\_  
Joseph E. Binder  
Executive Vice President

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF RAMSEY    )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Joseph E. Binder, the Executive Vice President of Inland Private Capital Corporation, sole member of Saint Paul QOZ GP, L.L.C., general partner of Saint Paul QOZ Limited Partnership, sole member of Saint Paul QOZ Hotel, L.L.C., on behalf of the company.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)	SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  _____
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This Instrument was drafted by:

City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> St., Rm. 1000  
St. Paul, MN 55102

**EXHIBIT A**

**The Property**

Lot 1, Block 2, CLEVELAND CIRCLE, according to the recorded plat thereof, Ramsey County, Minnesota.

## **EXHIBIT B**

### **The Sidewalk Easement Area**

An easement over, under and across the northwesterly 6.00 feet of Lot 1, Block 2, CLEVELAND CIRCLE, according to the recorded plat thereof, Ramsey County, Minnesota.

# EXHIBIT C

## Depiction of the Sidewalk Easement Area

