

DOCKWALL TIE-BACK ANCHOR AND SHEETPILE CLOSURE PERPETUAL EASEMENT

This Dockwall Tie-Back Anchor and Sheetpile Closure Easement (“Easement”) is made as of the _____ day of _____, 2025, by the **City of Saint Paul, Minnesota**, a Minnesota municipal corporation (“City”), and the **Port Authority of the City of Saint Paul**, a body corporate and politic of the State of Minnesota (“Port Authority”).

RECITALS

WHEREAS, the City is fee owner of real property located at 0 State Street (Parcel ID No. 05-28-22-23-0043) and 0 Alabama Street (Parcel ID No. 05-28-22-21-0022), along the Mississippi River in Saint Paul, Minnesota, as depicted in the attached Exhibit A (“City Property”).

WHEREAS, the Port Authority wishes to enter upon a portion of the City Property, as depicted and described in the attached Exhibit B (“Easement Area”), for the purposes described herein.

WHEREAS, the City desires to grant to the Port Authority a perpetual easement over the Easement Area in accordance with the terms and conditions contained herein.

TERMS OF EASEMENT

1. Grant of Easement. For good and valuable consideration, the receipt of which is acknowledged by the City, the City hereby grants and conveys to the Port Authority a perpetual non-exclusive easement on, over, under and across the Easement Area for dockwall tie-back anchor and sheetpile closure purposes, subject to the terms and conditions hereof.

2. Scope of Easement. The scope of this Easement permits the installation and continued existence within the Easement Area of (a) the western closure of the steel sheet pile dockwall; and (b) the underground anchor system supporting the dockwall.

3. Covenants of City. The City covenants that it is well seized in fee of the City Property and has good right to sell and convey the same, free of all encumbrances but subject to matters of record. The City covenants that the above-granted Easement is in the quiet and peaceable possession of the Port Authority, subject to matters of record. The City will warrant and forever defend against all persons lawfully claiming the whole or any part thereof, subject to matters of record. The City represents and warrants that no matters of record shall impact the Port Authority’s ability to exercise its rights hereunder.

4. City’s Use. The City reserves the right to use the Easement Area in a manner consistent with the rights herein granted, provided that such use shall not interfere with or disturb the Port Authority’s use of the Easement Area for the aforementioned purposes.

5. Liability. The Port Authority and the City agree that each party will be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding to the fullest extent of the law and equity on the City, its successors and assigns. The Easement shall remain in effect without limitation as to time. This Easement shall be recorded in Office of the County Recorder of Ramsey County, Minnesota.

7. Miscellaneous.

- a. **Counterparts**. This Easement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- b. **Governing Law**. This Easement shall be governed by and construed in accordance with the laws of the state where the Easement Area is located.
- c. **Section Headings**. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.
- d. **Attachment and Exhibits**. All attachments and exhibits to this Easement are hereby made a part hereof as if fully set out herein.
- e. **Severability**. If any provision or provisions in this Easement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.
- f. **Authority**. Both parties represent and warrant that they have the authority to execute this Easement and each individual signing on behalf of a party to this Easement states that they are the duly authorized representative of the signing party and that their signature on this easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor or Deputy Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Mayor or Deputy Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

PORT AUTHORITY OF THE CITY OF SAINT PAUL

By: _____
Its: President and Chief Executive Officer

By: _____
Its Chief Financial Officer

Approved as to form:

Port Authority General Counsel

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Todd P. Hurley, President and Chief Executive Officer; Michael J. Solomon, Chief Financial Officer; and Emily Lawrence, General Counsel; of the Port Authority of the City of Saint Paul, a body corporate and politic of the State of Minnesota

Notary Public

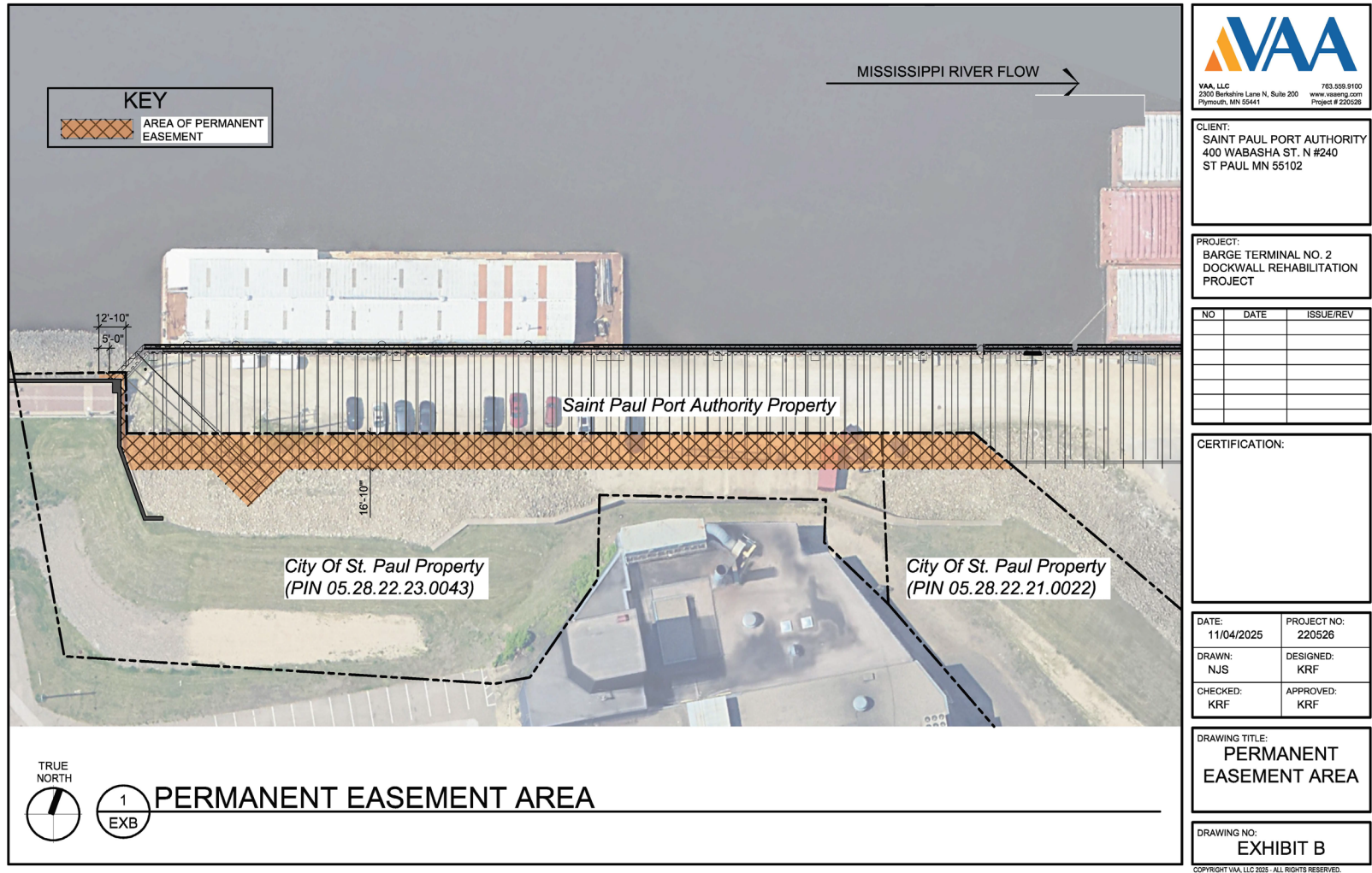
PREPARED BY AND UPON
RECORDING RETURN TO:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4th St., Rm. 1000
St. Paul, MN 55102
651-266-8850

EXHIBIT A
Depiction of the City Property



EXHIBIT B
Depiction and Description of the Easement Area



[To be provided by the Port Authority]