

## DRIVEWAY ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS DRIVEWAY ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), between the **CITY OF SAINT PAUL, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota (“City”), and the **RAIL TRANSFER, INC.**, a Minnesota corporation, (“Rail Transfer”).

### RECITALS

A. WHEREAS, the City owns real property in the city of Saint Paul comprised of two adjacent parcels, 689 Pierce Butler Route and 677 Pierce Butler Route (the “City Property”), as depicted in Exhibit A attached hereto; and

B. WHEREAS, under that certain 2023 Temporary Access, Construction and Maintenance Permit (“Current Permit”) between the City and Rail Transfer, the City permitted Rail Transfer to construct and maintain a temporary driveway (“Existing Driveway”) extending northerly from Pierce Butler Route to property owned by the Burlington Northern & Santa Fe Railway (“BNSF”) and leased to Rail Transfer for its business operations (“BNSF Leased Property”). The Existing Driveway is located along the boundary between the City’s 689 and 677 Pierce Butler Route parcels, as depicted in Exhibit B; and

C. WHEREAS, Rail Transfer desires to have continued access to the BNSF Leased Property across the City Property, but can no longer do so within the Existing Driveway because the access conflicts with other planned City uses for that location; and

D. WHEREAS, the City has agreed to allow Rail Transfer to demolish and remove the Existing Driveway and construct a new driveway and related slope and drainage improvements to provide a stable access route across the City Property for Rail Transfer’s use, to be located along the westerly edge of the 689 Pierce Butler Route property and within platted Hubbard Street (“New Driveway”), as depicted in Exhibit C; and

E. WHEREAS, said demolition and construction activities will be performed in accordance with the City’s plans and specifications, as prepared by Anderson Engineering of Minnesota, LLC, (“Plans and Specs”), as provided in Exhibit D;

**NOW, THEREFORE**, the City and Rail Transfer hereby declare that the easements, covenants, terms and conditions hereinafter set forth shall be established over certain portions of the City Property.

### ARTICLE 1

#### EASEMENT

1.1 **Grant of Easement.** City, for good and valuable consideration, to it in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Rail Transfer, its successors and assigns, the following easements:

1.11 A Temporary Construction Easement (“Temporary Easement”) over all portions of the City Property required for demolition of the Existing Driveway and construction of the New Driveway, as described in Article 2 of this Agreement. The term of the Temporary Easement will commence upon the Effective Date of this Agreement and end upon the date of: 1) completion of the New Driveway, 2) restoration of the Existing Driveway areas, and 3) approval of all work by the City Contacts, as defined in Paragraph 2.7.

1.12 A Driveway Access and Maintenance Easement (“Driveway Easement”) over the New Driveway for access and maintenance purposes by Rail Transfer, its agents and contractors, as described and depicted in Exhibit C. The Driveway Easement will commence on the ending date of the Temporary Easement and remain in effect as long as Rail Transfer’s lease of the adjoining BNSF Leased Property remains in effect. The Driveway Easement will automatically expire upon the termination of Rail Transfer’s lease with the BNSF. Rail Transfer will inform the City within 15 days following any termination or modification of Rail Transfer’s lease with BNSF.

## ARTICLE 2

### DRIVEWAY DEMOLITION AND CONSTRUCTION

2.1 **Government Approvals.** Rail Transfer, at its sole cost and expense, will apply for all permits and approvals related to site plans and construction documents, and will meet any and all other requirements of the City authorizing Rail Transfer’s demolition of the Existing Driveway and construction of the New Driveway. Rail Transfer will also apply for and receive a Minnesota Pollution Control Agency permit transfer form to maintain an active NPDES permit on the City Property.

2.2 **Current Driveway Demolition.** Rail Transfer, at its sole cost and expense, will demolish the Existing Driveway in accordance with the Plans and Specs.

2.3 **New Driveway Construction.** Rail Transfer, at its sole cost and expense, will construct the New Driveway in accordance with the Plans and Specs. Upon completion of the New Driveway, Rail Transfer will ensure stable slopes within the construction areas, especially within the area where the Existing Driveway is removed.

2.4 **Vegetation.** Upon completion of demolition of the Existing Driveway and surrounding area, Rail Transfer will vegetate said area that will subsequently be used as an expanded area for storage of City materials (“City Storage Area”).

2.5 **Watershed Requirements.** Rail Transfer will be responsible for complying with any requirements of the Capital Region Watershed District affecting the City Property.

2.6 **Signage.** Rail Transfer will be responsible for the placement and cost of any business signage within the New Driveway area. The signage must not obstruct or obscure sightlines for City vehicles that exit the City Storage Area.

2.7 **City Contacts.** Michael Burnett of the City's office of financial services real estate section, and Joe Grau of the City's department of public works bridge maintenance division. will serve as City contacts to oversee and approve all work by Rail Transfer associated with the demolition of the Existing Driveway and construction of the New Driveway.

### ARTICLE 3

#### DRIVEWAY MAINTENANCE

3.1 **Maintenance.** Rail Transfer will maintain all improvements within the New Driveway, including but not limited to pavement, shoulders, abutments, erosion control improvements, removal of sediment drainage into Pierce Butler, and snow plowing and removal.

3.2 **Trash.** Rail Transfer will remove debris, trash or other materials that may be dumped, blown, or washed into the New Driveway.

3.3 **Damage.** Rail Transfer will be responsible for repairing any and all damage to the New Driveway resulting from maintenance activities.

3.4 **Stockpiling.** Rail Transfer or its agents shall not be permitted to store or stockpile on within the New Driveway or on the City Property any equipment or materials without prior written permission by the City.

3.5 **Restoration.** If any maintenance activities within the New Driveway disturb any part of the City Property or any landscaping or improvements thereon, upon completion of maintenance activities Rail Transfer will promptly restore said areas to their former condition.

### ARTICLE 4

#### SPECIAL TERMS AND CONDITIONS

4.1 **Site Plan.** Rail Transfer will apply for site plan approval within 30 days following execution of this Agreement.

4.2 **Demolition and Construction Activity.** Rail Transfer's demolition and construction activities will begin within 45 days after all City approvals have been provided, weather permitting. If weather causes delays, Rail Transfer will proceed with construction as soon as weather permits. If said activities do not begin when herein described, the City will have the right to terminate this Agreement, not provide the easements, and terminate the existing Current Permit.

4.3 **City Council Approval.** This Agreement is subject to approval by the Saint Paul City Council and may not be executed by the City without such prior approval.

4.4 **Current Permit Termination.** Upon completion of Rail Transfer's construction of the New Driveway to the satisfaction of the City, the Current Permit will automatically terminate.

## ARTICLE 5

### GENERAL PROVISIONS

5.1 **No Liens.** The City will not permit any liens to attach to the City Property as a result of any demolition, construction or ongoing maintenance work performed by Rail Transfer. and shall either bond over or pay and discharge any lien so attaching promptly after demand by the City.

5.2 **Rights Reserved.** Except for rights expressly granted to Rail Transfer herein, the City reserves all rights in and to the City Property. The rights reserved herein are expressly limited by those actions of the City which might damage the Driveway Easement Area.

5.3 **Indemnification.** Rail Transfer shall indemnify, defend and hold harmless the City from and against all claims, expenses, losses or liabilities in connection with any action or claims paid, suffered or incurred as a result of Rail Transfer's demolition, construction, access, use, or maintenance of the City Property and New Driveway, as provided in this Agreement.

5.4 **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder, or at law or in equity, by reason of any such breach.

5.5 **Amendment.** This Agreement may not be amended or modified without the written consent of the parties hereto.

5.6 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

5.7 **Recordable Document.** This Agreement shall be recorded in the real estate records of the Office of County Recorder and/or Registrar of Titles of Ramsey County.

5.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute a single agreement.

5.9 **Effective Date.** The Effective Date of this Agreement will be the last date signed by either party, and will be reflected in the opening paragraph of this Agreement.

*[Separate Signature Pages Follow.]*

**SEPARATE SIGNATURE PAGE OF  
RAIL TRANSFER, INC.  
FOR AGREEMENT**

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

**RAIL TRANSFER, INC.**

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF RAMSEY    )

The instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, its \_\_\_\_\_, on behalf of Rail Transfer, Inc., a Minnesota corporation, on behalf of the corporation.

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



**EXHIBIT A**

Depiction of City Property

[See attached page.]

# Exhibit A - City Property (677, 689 Pierce Butler Route)



5/31/2026, 10:10:29 AM

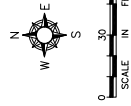
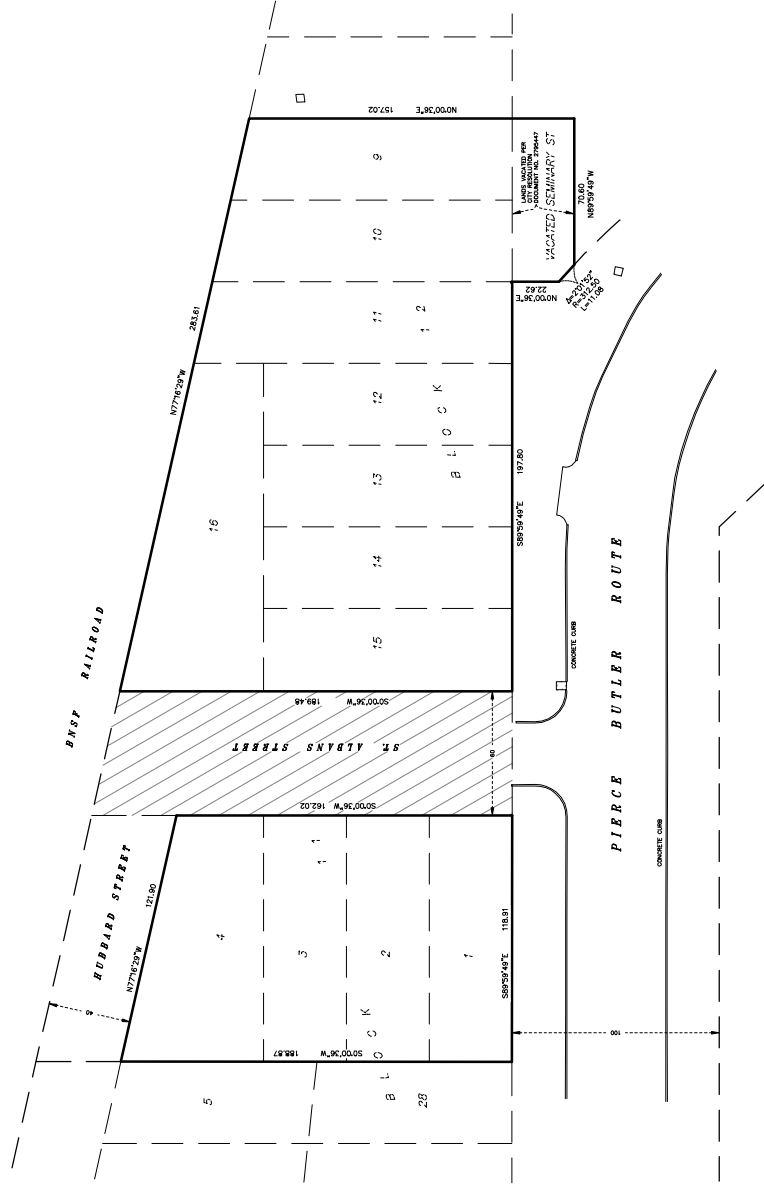
- Override 1
- Personal Property
- Tax Parcels
- Cities
- County Offices

**EXHIBIT B**

Depiction of Existing Driveway

[See attached page.]

# EXHIBIT B



## EXHIBIT C

### Description and Depiction of New Driveway

#### Description:

That part of Lots 1, 2, 3 and 4, Block 11, and Hubbard and St. Albans Streets as dedicated in the plat of BUTTERFIELD Lots 1, 2, 3 and 4, Block 11, and Hubbard and St. Albans Streets as dedicated in the plat of BUTTERFIELD Hubbard and St. Albans Streets as dedicated in the plat of BUTTERFIELD BUTTERFIELD SYNDICATE ADDITION NO. 2, Ramsey County, Minnesota, described as follows; Beginning at the southwest corner of said Lot 1; thence South 89 degrees 59 minutes 49 seconds East, assumed bearing along the south line of said Lot 1, a distance of 58.00 feet; thence North 0 degrees 0 minutes 36 seconds East a distance of 104.70 feet; thence northeasterly a distance of 95.98 feet along a tangential curve concave to the southeast having a radius of 69.00 feet and a central angle of 79 degrees 41 minutes 44 seconds; thence North 79 degrees 42 minutes 20 seconds East tangent to said curve a distance of 65.31 feet to the east right of way line of said St. Albans Street; thence North 0 degrees 0 minutes 36 seconds East along said east right of way line a distance 5.22 feet to the intersection with the north right of way line of said Hubbard Street; thence North 77 degrees 16 minutes 29 seconds West along said north right of way line a distance of 183.41 feet to the intersection with the northerly extension of the west line of said Lot 4; thence South 0 degrees 0 minutes 36 seconds West along said northerly extension and the west lines of said Lots 1 thru 4 a distance of 229.87 feet to said point of beginning.

#### Depiction:

[See attached page.]

# EXHIBIT C

## Drainage and Utility Easement Description

That part of Lots 1, 2, 3 and 4, Block 11, and Hubbard and St. Albans Streets as dedicated in the plat of BUTTERFIELD STRUCKATE ADDITION NO. 2, Ramsey County, Minnesota, described as follows:

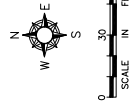
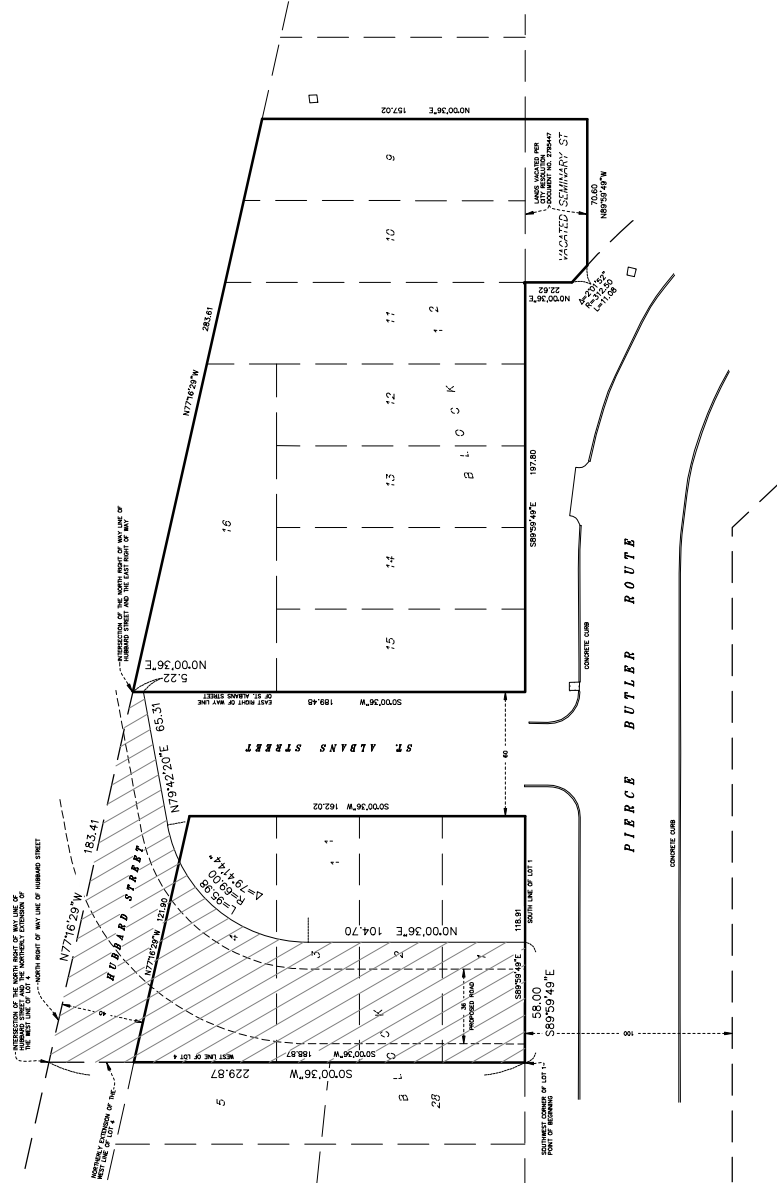
Beginning at the southwest corner of said Lot 1; thence South 89 degrees 59 minutes 49 seconds East, assumed bearing of 104.70 feet; thence northwesterly along a tangential curve concave to the southeast having a radius of 69.00 feet and a central angle of 79 degrees 41 minutes 44 seconds; thence North 79 degrees 42 minutes 42 seconds East along said east right of way line a distance of 104.70 feet to the intersection with the north right of way line of said Hubbard Street; thence North 0 degrees 36 seconds East along said east right of way line a distance of 5.22 feet to the intersection with the north right of way line of said Hubbard Street; thence North 77 degrees 16 minutes 29 seconds East along said east right of way line a distance of 183.97 feet to the west line of said Lot 4; thence South 0 degrees 36 seconds West along said northerly extension and the west lines of said Lots 1 thru 4 a distance of 229.97 feet to said point of beginning.

## Ingress and Egress Easement Description

That part of Lots 1, 2, 3 and 4, Block 11, and Hubbard and St. Albans Streets as dedicated in the plat of BUTTERFIELD STRUCKATE ADDITION NO. 2, Ramsey County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 1; thence South 89 degrees 59 minutes 49 seconds East, assumed bearing of 104.70 feet; thence northwesterly along a tangential curve concave to the southeast having a radius of 69.00 feet and a central angle of 79 degrees 41 minutes 44 seconds; thence North 79 degrees 42 minutes 42 seconds East along said east right of way line a distance of 104.70 feet to the intersection with the north right of way line of said Hubbard Street; thence North 0 degrees 36 seconds East along said east right of way line a distance of 5.22 feet to the intersection with the north right of way line of said Hubbard Street; thence North 77 degrees 16 minutes 29 seconds East along said east right of way line a distance of 183.97 feet to the west line of said Lot 4; thence South 0 degrees 36 seconds West along said northerly extension and the west lines of said Lots 1 thru 4 a distance of 229.97 feet to said point of beginning.

 DENOTES AREA OF DRAINAGE AND UTILITY EASEMENT AND INGRESS AND EGRESS EASEMENT



**ANDERSON**  
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ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

**EXHIBIT D**

Plans and Specs

[See attached page.]













