

## PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between the City of Saint Paul, a municipal corporation under the laws of Minnesota (“**City**” or “**Grantor**”) and Snelling Properties LLC, a Minnesota limited liability company (“**Grantee**”) (collectively referred to as the “**Parties**”).

**Whereas**, the City is the fee owner of a 9.6 acre Saint Paul Fire Training Center and Public Safety Garage located at 1675 Energy Park Drive in the City of Saint Paul and legally described in the attached **Exhibit A** (the “**City Property**”); and

**Whereas**, the Grantee owns the adjacent parcel of land located at 1625, 1635 and 1645 Energy Park Drive and legally described in the attached **Exhibit B** (the “**Snelling Property**”) and desires to create additional parking for the benefit of the Snelling Property and its occupants, tenants, and guests (the “**Parking Improvements**”); and

**Whereas**, as part of the Grantee’s plan for the Parking Improvements, it seeks the use of approximately 5,175 square feet of the City Property legally described in the attached **Exhibit C** and depicted in the attached **Exhibit D** (the “**Easement Area**”); and

**Whereas**, a copy of the plans for the Parking Improvements dated April 7, 2025 have been provided to and approved by the City (the “**Parking Improvement Plans**”), subject to the City’s Site Plan Review process as set forth in Section 61.400 of the City’s zoning code; and

**Whereas**, the Grantee desires to obtain, and the City desires to grant to the Grantee, a permanent easement on, over, under, and across the Easement Area for the Grantee to access, construct, repair, maintain, operate, and use the Parking Improvements (collectively, the “**Intended Purposes**”); and

**Whereas**, the City has authority to convey its interest in real estate to Grantee pursuant to Saint Paul Administrative Code, § 86.03.

**Now therefore**, for valuable consideration, the receipt of which is acknowledged by the Parties, and in further consideration for the mutual promises made below, the Parties agree as follows:

1.     **Grant of Easement.** The City hereby grants and conveys to the Grantee a permanent, appurtenant easement on, over, under, and across the Easement Area to access, construct, repair, maintain, operate, and use the Parking Improvements and take such other actions as permitted by this Agreement (the “**Easement**”). The Easement is subject to the rights of each Current Easement Party as set forth in Section 5 of this Agreement.

The Easement includes the rights of ingress and egress over and across the City Property by the Grantee and its agents, contractors, and permittees as may be necessary in the exercise of the rights and privileges granted by the Easement. Except with respect to the Easement Area, such right of ingress and egress does not include any other portion of the City Property except during construction of the Parking Improvements and only with prior notice and approval of the City.

2.     **Ownership.** The City covenants that it is the lawful owner and is in lawful possession of the City Property and has the lawful right and authority to convey and grant the Easement. The City will retain a fee interest to the City Property, including the Easement Area. Nothing in this Agreement will be construed to create other interests besides an easement on, over, under, and across the Easement Area in favor of the Grantee.

3.     **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantee:       Snelling Properties LLC  
                  c/o Wellington Management, Inc.  
                  1625 Energy Park Drive, Suite 100  
                  St. Paul, MN 55108  
                  Attention: Property Manager

With Copy to: Felhaber Larson  
                  220 South 6<sup>th</sup> Street, Suite 2200  
                  Minneapolis, MN 55402  
                  Attention: Dan Haller

City:

Saint Paul Fire Department  
645 Randolph Avenue  
Saint Paul, MN 55102  
Attention: Fire Chief

Office of Financial Services – Real Estate Section  
City Hall Annex, Suite 1000  
25 West Fourth Street  
Saint Paul, MN 55102  
Attention: Real Estate Manager

Saint Paul City Attorney  
400 City Hall/Courthouse  
15 West Kellogg  
Saint Paul, MN 55102  
Attention: HRA Attorney

Saint Paul Dept. of Planning and Economic  
Development  
City Hall Annex, Suite 1300  
25 West Fourth Street  
Saint Paul, MN 55102  
Attention: Executive Director

4. **Maintenance.** All necessary maintenance and repairs in the Easement Area will be performed with due care, by Grantee, at Grantee's expense. Grantee agrees to keep the Easement Area free of snow and ice and will reasonably maintain all vegetation in the Easement Area in a neat and safe manner. Grantee will exercise commercially reasonable efforts to ensure that no stormwater drains from within the Easement Area onto the remainder of the City Property.

5. **Access Rights.** The City shall have the right to access all parts of the Easement Area for purposes of inspecting the Easement Area and ensuring Grantee's compliance with its obligations under this Agreement. Other parties that hold an easement in the Easement Area as of the Effective Date pursuant to a recorded instrument (each, a "**Current Easement Party**") shall have the right to access the Easement Area as and to the extent permitted under the recorded instrument granting such right to the Current Easement Party. The Grantee shall accommodate the City or a Current Easement Party, as applicable, in the exercise of their respective rights hereunder. Except as expressly set forth in this Section 5 with respect to the City and a Current Easement Party, the City shall not grant or convey any easement or access rights with respect to the Easement Area to any third party so long as the Easement exists.

The remainder of the City Property (i.e., the portion of the City Property which is not the Easement Area) will remain a secure site separate from the Parking Improvements and Snelling Property. Grantee is responsible for the cost of any relocation and construction of temporary fencing to keep the remainder of the City Property secure during construction of

the Parking Improvements, and for the cost of construction of permanent fencing once construction is complete.

6. **Amendment of Agreement and Reverter.** This Agreement may only be amended by written agreement signed by the Parties. If amended, the Grantee shall record the amendment against the City Property and Snelling Property. If the Grantee is no longer using the Easement Area for any of the Intended Purposes, and such cessation of use continues for sixty (60) days following written notice from the City to Grantee, then the Grantee shall release its interest in the Easement Area back to the City, and Grantee shall return the Easement Area to substantially the same condition the Easement Area was in as of the Effective Date; provided, however, the City may, upon notice to Grantee, require that Grantee return the Easement Area to the City in its then-current condition as of the date of Grantee's release of its interest in the Easement Area, and promptly thereafter, the City shall make such modifications to the Parking Improvements located on the City Property as are necessary to physically divide the City Property from the Snelling Property (e.g., relocating fencing, curbing, etc.). The Grantee will prepare a document of release, and upon review and acceptance by the City, will record the release at no cost to the City.

7. **Term.** This Agreement and the Easement conveyed herein shall be perpetual in nature; provided, however, Grantee shall have the right, in its sole discretion, to abandon the Easement Area and terminate this Agreement upon seven (7) days' written notice to Grantor. Upon such termination by Grantee, the Easement Area and all Parking Lot Improvements existing thereon shall be returned to the Grantor in their then-current condition, and the Grantee will prepare a document of release, and upon review and acceptance by the Grantor, will record the release at no cost to the Grantor.

8. **Construction Costs.** Grantee is responsible for all costs incurred in constructing the Parking Improvements, including the cost of any necessary construction located within portions of the City Property not encumbered by the Easement, all as set forth in the Parking Improvement Plans, which construction shall be completed pursuant to a separate Access Agreement between the Parties. Grantee is responsible for all costs associated with relocating existing utilities in the Easement Area, if necessary. Grantee is responsible for conducting a land survey of the Easement Area to provide an accurate depiction and legal description of the Easement Area, as shown in **Exhibits C and D**.

9. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466. The Grantee is liable for all claims, suits, and damages arising out of accidents and injuries occurring in the Easement Area, subject to the first sentence of this Section 9. Grantee will defend and indemnify the City for all accidents and injuries occurring in the Easement Area, subject to the first sentence of this Section 9.

10. **Site Plan Approval.** The City hereby approves the Parking Improvement Plans dated April 7, 2025. In the event Grantee materially modifies the Parking Improvement Plans, the City reserves the opportunity to review and approve such materially modified Parking Improvement Plans, which approval shall not be unreasonably withheld, conditioned, or delayed. Within ten (10) business days following Grantee providing such modified Parking Improvement Plans to the City, the City will either approve or provide

reasonable comments or objections to such modified Parking Improvement Plans. In the event the City timely provides reasonable comments or objections to the modified Parking Improvement Plans, Grantee will address such comments or objections and resubmit the Parking Improvement Plans to the City, and thereafter, the modified Parking Improvement Plans shall be deemed approved by the City. In the event the City fails to provide reasonable comments or objections within the initial ten (10) business day period set forth herein, the City will be deemed to have approved such modified Parking Improvement Plans. Nothing in this Section 10 exempts the Grantee from, or constitutes approval under, the City's Site Plan Review process as set forth in Section 61.400 of the City's zoning code.

11. **Environmental Costs Associated with Parking Improvements.** Grantee is responsible for any environmental costs incurred in testing and remediating contaminated soil mandated by applicable law (including any requirements of the MPCA (as defined below)) solely in order to construct the Parking Improvements, if any such remediation is necessary pursuant to the required permits and site plan. Notwithstanding the foregoing, in the event Grantee determines that environmental remediation is required to construct the Parking Improvements, Grantee shall have the option, to be exercised in Grantee's sole discretion, to cease design, planning, and construction activities with respect to the Parking Improvements and unilaterally terminate this Agreement.

12. **Environmental Acknowledgement.** Each Party acknowledge that it is aware of the condition of the Easement Area, including, but not limited to the environmental conditions identified in various reports and letters from the Minnesota Pollution Control Agency ("MPCA") and Nova Group, GBC. Each Party acknowledges receipt of such environmental reports concerning the Easement Area. Grantor is not responsible for any investigation or monitoring of the existing environmental conditions of the Easement Area in conjunction with construction and operation of the Parking Improvements, except as required by the MPCA or other applicable laws or governmental agencies. If any action of Grantee, its assignees, tenants, and their respective agents, servants, employees, representatives, licensees, invitees, and contractors directly and materially worsens the environmental condition of the Easement Area, Grantee shall be responsible for the City's direct damages resulting solely from such worsened condition (for the avoidance of doubt, under no circumstances shall Grantee be responsible or liable for the underlying environmental condition of the Easement Area or City Property in existence as of the Effective Date).

Notwithstanding anything to the contrary contained in this Agreement, Grantor hereby releases Grantee and Grantee's assignees, tenants, and their respective agents, servants, employees, representatives, licensees, invitees, and contractors from any and all claims, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees) whether known or unknown, liquidated or contingent arising from or relating to (i) any environmental condition in existence at the City Property or the Easement Area as of the Effective Date (an "**Existing Environmental Condition**"); or (ii) the worsening of any Existing Environmental Condition following the Effective Date (except to the extent that Grantee has caused such Existing Environmental Condition to worsen); or (iii) any new or additional environmental condition affecting the City Property or the Easement Area that is created on or after the Effective Date (except to the extent that Grantee has caused such environmental condition). The release set forth in this Section shall survive the termination of this Agreement.

13. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of the Easement shall run with the land herein described and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

b. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Governing Law.** This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

d. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Agreement.

e. **Severability.** The provisions of this Agreement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

f. **No Presumption against Drafter.** This Agreement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Agreement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

g. **Authority of Signatory.** Each party to this Agreement warrants to the other that it has the right and authority to enter into this Agreement.

*The remainder of this page is intentionally left blank.*

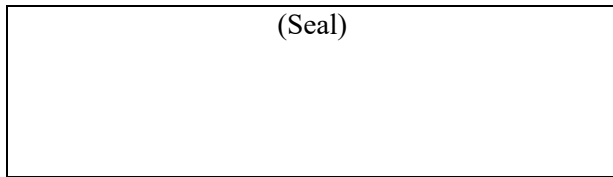
**SNELLING PROPERTIES LLC,**  
a Minnesota limited liability company

By: Wellington Properties LLC  
Its: Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA   )  
                                          ) ss  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Wellington Properties LLC, a Minnesota limited liability company, Manager of Snelling Properties LLC, a Minnesota limited liability company, on behalf of the company.



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

**CITY OF SAINT PAUL, MINNESOTA**  
a municipal corporation under the laws of  
the State of 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



## **EXHIBIT A**

### **Legal Description of the City Property**

Lot 1, Block 1, and Lot 1, Block 2, Kasota Addition, Ramsey County, Minnesota, except those portions lying within the plat of Energy Park West recorded as Document No. 2349421 of Official Records.

Ramsey County, Minnesota  
Abstract Property

## **EXHIBIT B**

### **Legal Description of the Snelling Property**

That part of the southeast quarter of the northeast quarter of Section 28, Township 29, Range 23, Ramsey County, Minnesota described as commencing at a point on the East line of said southeast quarter of the northeast quarter distant 160 feet south from the northeast corner of said southeast quarter of the northeast quarter; thence on an assumed bearing of north 89 degrees 54 minutes 23 seconds west and parallel with the north line of said southeast quarter of the northeast quarter a distance of 150 feet to the actual point of beginning of the parcel of land to be hereinafter described; thence continuing north 89 degrees 54 minutes 23 seconds west 813.89 feet more or less to the east line of the west 3 5 0 feet of said southeast quarter of northeast quarter; thence south 00 degrees 30 minutes 13 seconds west along said east line 742.16 feet; thence south 80 degrees 03 minutes 29 seconds east 94.09 feet; thence south 78 degrees 33 minutes 26 seconds east 319.14 feet; thence easterly 157.50 feet along a tangential curve concave to the north, said curve having a radius of 282 feet and a central angle of 32 degrees, 00 minutes; thence north 69 degrees 26 minutes 34 seconds east and tangent to said curve 81.29 feet to the westerly right-of-way line of State Trunk Highway No. 51; thence north 64 degrees 31 minutes 12 seconds west along said westerly right-of-way line 20.36 feet; thence north 00 degrees 32 minutes 15 seconds east, along said right-of-way 380.04 feet; thence north 54 degrees 51 minutes 34 seconds east along said right-of-way line 240.05 feet; thence north 00 degrees 32 minutes 15 seconds east along said right-of-way line 252.53 feet more or less to the actual point of beginning.

Ramsey County, Minnesota  
Abstract Property

## **EXHIBIT C**

### **Legal Description of the Easement Area**

AN EASEMENT OVER AND ACROSS THAT PART OF LOT 1, BLOCK 2, KASOTA ADDITION, RAMSEY COUNTY, MINNESOTA, SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 07 MINUTE 41 SECONDS WEST, ASSUMED BEARING ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 07 MINUTE 41 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 257.33 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 72 SECONDS WEST, A DISTANCE OF 11.85 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 257.34 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 55 SECONDS EAST, A DISTANCE OF 12.19 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

AND

AN EASEMENT OVER AND ACROSS THAT PART OF LOT 1, BLOCK 2, KASOTA ADDITION, RAMSEY COUNTY, MINNESOTA. SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTE 41 SECONDS WEST, ASSUMED BEARING ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 353.27 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 41 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 350.02 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.54 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 54 SECONDS EAST, A DISTANCE OF 221.34 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 25.94 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 104.34 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 11.87 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

# EXHIBIT D

## Depiction of the Easement Area

