

AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT

RAMSEY COUNTY and VCI-VICRAMP LLC

SKYWAY ACCESS BENEFITING 360 WABASHA

The undersigned, VCI- VICRAMP LLC, (“GRANTOR”), are the fee owners of that certain real property located at 344 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 1”), which is and legally described on **Exhibit A**, which is attached hereto and incorporated herein.

The undersigned, County of Ramsey, a political subdivision of the State of Minnesota (“Grantee”), is the fee owner of the that certain real property located at 360 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 2”), which is and legally described on **Exhibit B**, which is attached hereto and incorporated herein.

Grantor, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the exchange of covenants herein contained, hereby grant and convey Grantee, its successors and assigns, a temporary construction easement (“Temporary Easement”) over, across, on, and through the Property located on the skyway level, which Temporary Easement is graphically depicted on **Exhibit C** (“Temporary Easement Area”), to have and to hold the same, unto the Grantee, its officials, employees, contractors, agents, and servants, commencing upon execution of this document and expiring, upon implementation of future permanent access easement for secured access, ingress to and egress from for the benefit of the Grantee’s employees but no later than December 31, 2024. The Temporary Easement is for the following purposes:

1. Installing an access door for Grantee’s employees or authorized personnel’s access to Property 2. See drawing attached hereto as **Exhibit D**.

2. The temporary construction easement would be replaced with a subsequent permanent access easement for ingress to and egress from Property 2 for the sole benefit of Grantee and its employees and authorized agents.

Except within the Temporary Easement Area, the Temporary Easement is not intended to and does not grant any public rights or duties with respect to the Grantor's parcel. During construction of the door, Grantee agrees to maintain proper security of the skyway, keep the easement area clean and keep the skyway available for pedestrian traffic. Any temporary closure of the skyway shall be mutually agreed to in advance with Grantor and in accordance with any applicable skyway ordinances. Grantee will notify Grantor of any material changes to the construction plans included and approved as Exhibit D.

Grantor hereby grants the uses herein specified without divesting itself or its assigns of the right to use and enjoy the above-described Temporary Easement Area, subject only to the right of the Grantee to use the same for the purposes herein expressed. As a condition of this temporary easement grant, the Grantee shall, upon substantial completion of construction of the access door and prior to termination of the Temporary Easement, restore the Temporary Easement Area to its original condition so far as is reasonably practicable and as required.

All costs and expenses payable for the design and construction of the access door will be paid by the Grantee. As consideration for the grant of the easements pursuant to this Agreement, no portion of any such costs or expenses related to the design and construction of the access, will ever be levied or assessed against any portion of the Grantors' parcel or the Grantor, their successors or assigns.

Grantee will require that any contractor performing work on Grantee's or Grantor's property located on or around the Temporary Easement Area under this Agreement obtain and will provide to the Grantee a certificate of insurance indicating, levels of liability and insurance coverage as specified below before entering Grantee or Grantor property under this Agreement.

<i>Commercial General Liability</i>	<i>Limit: \$1,500,000 per Occurrence, \$2,000,000 general aggregate</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: \$1,000,000</i>

<i>Workers Compensation/Employers' Liability</i>	<i>In accordance with legal requirements applicable to contractor</i>
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As further consideration for the grant of the Temporary Easement interests pursuant to this Agreement, as applied to the Temporary Easement Area only, Grantee will indemnify, defend and hold harmless Grantor and Grantor's principals, employees and agents, and all future fee owners of Property 1, and such fee owner's successors, assigns, mortgagees, tenants, licensees, and their respective successors and assigns, from and against any and all costs, liabilities, damages, expenses (including reasonable attorneys' fees), suffered or incurred by any reason of the Grantee's, its agents, invitees, contractors, servants or the public's use, occupancy, possession, construction, maintenance, or repair upon and within the Temporary Easement Area, or breach of any covenant of this Agreement, including but not limited to any claim for hazardous substances. Grantee waives any and all statutory and common law immunity defenses relating to this Agreement.

Grantor, for itself, its successors and assigns, does not make any representation or warranty as to the quality, condition, or status of the Temporary Easement Area and the Grantee accepts the Temporary Easement Area "as-is" and "with all faults."

Grantor will, if available to Grantor without further cost, provide to Grantee building drawings of the Temporary Easement Area, but without any representation or warranty of Grantor.

The obligations and rights under this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns owning the land subject to this Agreement from time to time and shall run with the land; provided however, that Grantee will not assign its rights under this Agreement (except to another governmental entity) without the prior written consent of Grantor, which consent will not be unreasonably withheld.

A covenant is hereby made in favor of the Grantee that to the Grantor's actual knowledge but with no representation and subject to all encumbrances of record, Grantor has good right and lawful authority to

sell and convey the Temporary Easement free and clear from all liens and encumbrances that would interfere with the full use and enjoyment of this Temporary Easement. Grantor shall not cause or allow any future encumbrance of the area covered by the Temporary Easement that is not subordinate to the Temporary Easement, and shall obtain consent to grant the Temporary Easement from any mortgagee with an interest in the Property.

Grantee will indemnify Grantor and hold Grantor harmless against any and all liability, costs (including reasonable attorney fees), damages, claims, or actions that Grantor, its managers or employee's hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantee, its officials or employees, or its failure to adequately perform an obligation under this Agreement. Grantee waives any statutory or common law immunity in connection with this indemnity obligation.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Grantee and Grantor agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between

the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.

This Temporary Easement may not be recorded.

Nothing contained herein shall be construed as restricting the Grantor from granting a future permanent easement or any other property right.

This Agreement represents the entire agreement between Grantee and Grantor. This Agreement supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date last written below.

[Remainder of the page left blank intentionally; Signature pages follow]

GRANTOR SIGNATURE AND ACKNOWLEDGEMENT

VCI-VICRAMP, LLC

A Minnesota limited liability company

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____ 2023, by _____, GRANTOR.

NOTARY PUBLIC

GRANTEE SIGNATURE AND ACKNOWLEDGEMENT

RAMSEY COUNTY

By: _____
Trista Martinson, Chair
Ramsey County Board of Commissioners

By: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioner

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 2023, by Trista Martinson, the Chair of the Board of Commissioners of Ramsey County, Minnesota

NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 2023, by Mee Cheng, Chief Clerk of Ramsey County, Minnesota

NOTARY PUBLIC

Approval recommended:

By: _____
Jean R. Krueger
Director, Property Management
Date: _____

Approved as to form:

By: _____
Name: _____
Assistant Ramsey County Attorney

This document was drafted by:
RAMSEY COUNTY ATTORNEY'S OFFICE
121- 7th Place East, Suite 4500
Saint Paul, MN 55101
651-266-3399

EXHIBIT A

Legal Description Grantor Property – Property 1

The following described real property located in the County of Ramsey, and State of Minnesota:

Parcel 1:

The Southwesterly 167.5 feet of Block 20, St. Paul Proper, except the Northwesterly 150 feet of said Block 20, and except the Southeasterly 10 feet to be reserved for widening Fourth Street and except a triangle to measure 16 feet on each property at the intersection of Wabasha Street and Fourth Street after widening.

(Torrens Property, Certificate of Title No. 608896)

Parcel 2:

All that part of Block Twenty (20), City of Saint Paul (the plat known as City of Saint Paul, being also known as "St. Paul Proper") more particularly described as follows: Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwesterly corner of said Block Twenty (20), formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, thence Northeasterly along a line parallel with the Southeasterly line of Fifth Street, 167.5 feet to a point, thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 75 feet to a point, thence Southwesterly and parallel with the Southeasterly line of Fifth Street, 167.5 feet to the Northeasterly line of Wabasha Street, thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning;

and

That part of Block 20, St. Paul Proper, lying within the following described lines: Beginning at a point on the southwesterly line of Block 20, St. Paul Proper, 19.0 feet northwesterly from the southwest corner thereof; thence northwesterly along said southwesterly line a distance of 7.0 feet; thence easterly on a straight line to a point 10 feet northwesterly from the southeasterly line of said block and 16.0 feet northeasterly of the southwesterly line of said block; thence southwesterly along a line 10 feet northwesterly from and parallel to the southeasterly line of said Block 20, a distance of 4.0 feet; thence westerly along a straight line to the point of beginning.

(Abstract Property)

EXHIBIT B

Legal Description of the Grantee Property – Property 2

Real property in the City of Saint Paul, County of Ramsey, State of Minnesota, described as follows:

All that part of Block Twenty (20), St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

Commencing at a point on the Northwestern corner of said Block Twenty (20) formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, which point is the point of beginning thence Northeasterly along the Southeasterly line of Fifth Street one hundred sixty-seven and five-tenths (167.5) feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street seventy-five (75) feet to a point; thence Southwesterly and parallel with the Southeasterly line of Fifth Street one hundred sixty-seven and five tenths (167.5) feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning.

Together with the rights to occupy that part of the following described property upon which the foundations and window sills of the building (as constructed on February 5, 1954) encroach. Said rights were granted in Easement dated February 5, 1954, and recorded February 9, 1954, as Document No. 1326710, to wit:

All that part of Block 20, St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

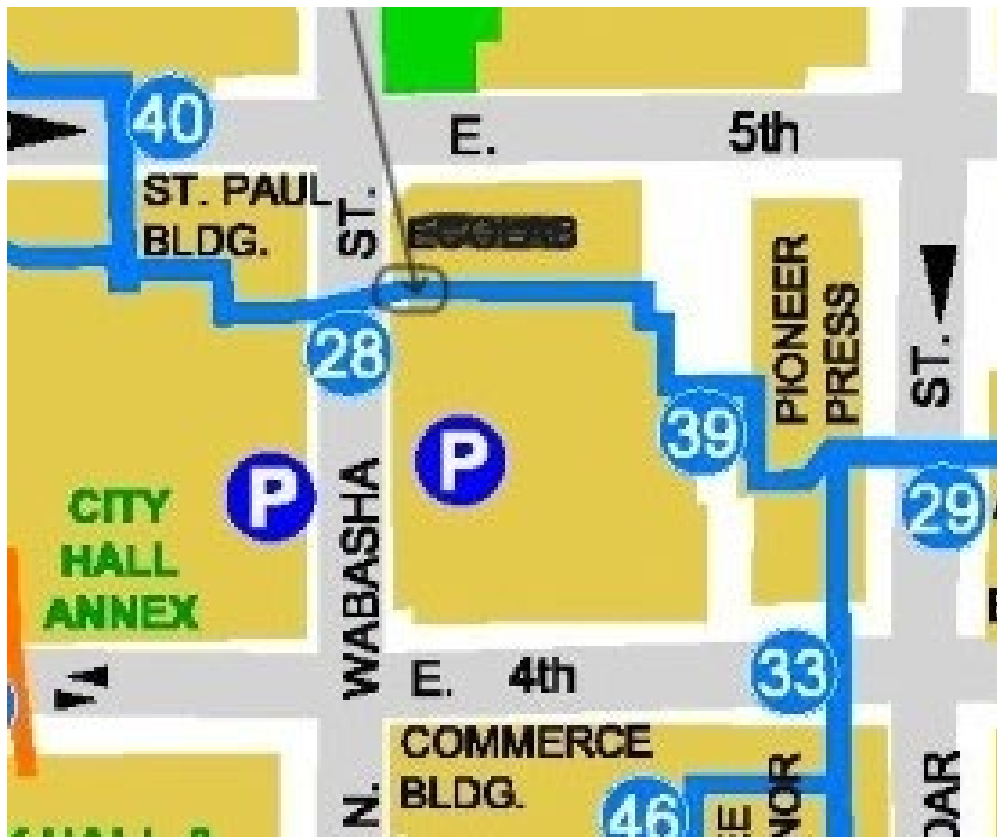
Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwestern corner of said Block 20, formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of 5th Street; thence Northeasterly along a line parallel with the Southeasterly line of 5th Street, 167.5 feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 2 feet to a point; thence Southwesterly and parallel with the Southeasterly line of 5th Street, 167.5 feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street, to the point of beginning.

Ramsey County, Minnesota

EXHIBIT C

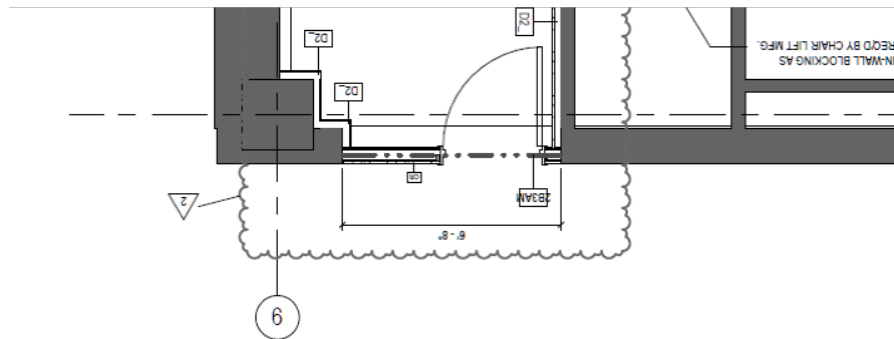
Depiction of the Temporary Easement Area

Temporary Easement Area in circled portion of skyway.



Drawing of the Access Door

Property 2



Skyway bridge #28

Property 1 - Victory Ramp Skyway