

**ACCESS AGREEMENT BETWEEN
RAMSEY COUNTY and VCI-VICRAMP LLC
SKYWAY ACCESS BENEFITING 360 WABASHA**

This Agreement (AGREEMENT) is made by and between the VCI-VICRAMP, LLC, a limited liability company (“Grantor”), and County of Ramsey, a political subdivision of the State of Minnesota (Grantee).

RECITALS

A. The undersigned, Grantor, is the fee owner 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**.

B. 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**.

C. Grantee has installed a secured door for ingress and egress into Property 2, in order for its employees and authorized agents to gain access to the skyway located on the second level of Property 1 (“Access Area”), which is graphically depicted on **Exhibit C**.

D. Only employees of Grantee or other authorized personnel may access Property 2 from Property 1. This Agreement confers no right, title or interest to the general public.

E. Grantee may also require periodic access to the shared wall between Property 1 and Property 2 for the purpose of ongoing installation, maintenance and operation of access door and security devices.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Term and Termination.** This AGREEMENT is effective when executed by both parties and will remain in effect permanently. This AGREEMENT may be terminated by mutual agreement of the parties. If termination occurs after completion of construction of the access, the parties must meet and confer to address the possible removal of the access by Grantor prior to termination taking effect. If mutual agreement to terminate cannot be reached between the parties, the parties shall engage in an alternative dispute resolution process with an independent third party to assist in reaching mutual agreement.

2. **Persons Entitled to Use Access.** Current and future owners of Property 1 shall be subject to this Agreement. The ability to use the Access Area will run with (and benefit) current and future owners of Property 2.
3. **Use, Access, and Maintenance.** During use, access or maintenance of the Access Area, Grantee agrees to maintain the skyway available for pedestrian traffic. Any material change or alteration of the access door or any temporary closure of the skyway due to maintenance shall be mutually agreed to in advance with Grantor and in accordance with any applicable skyway ordinances.
4. **Grantor's Responsibilities.** Grantor will operate and maintain the skyway in accordance with any skyway ordinance that is applicable to all similarly situated properties. Except in the case of an emergency, any temporary closure of the skyway by Grantor due to maintenance shall be mutually agreed to in advance with Grantee.
5. **Consideration.** In consideration for the rights and interests granted in this Agreement, including interference and inconvenience to the Grantor and to the public, upon execution of this Agreement, Grantee will pay Grantor a single payment of \$1,000. Payment will be in U.S. Dollars and in the form of wire transfer, check, or other immediately available funds. Beginning January 1, 2025, Grantee shall pay to Grantor \$500.00 per year ("Yearly Fee"). Beginning January 1, 2030, and on the fifth-year anniversary thereafter, the Yearly Fee shall increase by \$200.00. For clarity purposes, in 2030 the annual fee would be \$700.00 per year, and the annual fee would be \$900.00 starting in the year 2035. Payment shall be made no later than January 31 of each year.
6. **Grantee Insurance.** Grantee will maintain insurance coverage for the Access Area under this AGREEMENT and will provide to the Grantor a certificate of insurance indicating, levels of liability and insurance coverage as specified below.

Insurance with coverage equal to or exceeding the stated limits.

<i>Commercial General Liability</i>	<i>Limit: \$1,000,000 per Occurrence, \$1,500,000 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>

7. **Indemnity.** Grantor will defend and indemnify Grantee, and hold it harmless, against any and all liability, costs, damages, claims, or actions, that Grantee, its officials or employees, hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantor its managers or employees, or its failure to adequately perform an obligation under this AGREEMENT. Grantee will defend and indemnify Grantor, and hold it harmless, against any and all liability, costs, damages, claims, or actions, that Grantor, its officials or employees, hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantee its managers 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.
8. **Notices.** Whenever it is required or permitted by this AGREEMENT that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered via email to the Ramsey County Director of Property Management Jean Krueger at

jean.krueger@co.ramsey.mn.us and via email to Todd A. Geller at Todd@Terracegrouppllc.com with a copy to Jeff Weiker at Jeff@victoryparking.com.

9. **Relationship of the Parties.** Nothing contained in this AGREEMENT will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.
10. **No Waiver.** No party will be deemed to have waived any portion of this AGREEMENT or the exercise of any rights held under this AGREEMENT unless such waiver is made expressly in writing.
11. **Severability.** If any provision or term of this AGREEMENT for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this AGREEMENT had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this AGREEMENT without including any such part or portion which may be hereafter declared invalid.
12. **Signatures/Execution.** 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.
13. **Governing Law.** 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.
14. **Entire Agreement.** 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.
15. **Headings.** The section headings herein are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this AGREEMENT.

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 Commissioners

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 of VICRAMP 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 Ramsey County 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

Access Area in Property 1

Access Area is the corner at the intersection of gridlines A and 1 in the skyway.

