

PRIVATE SKY BRIDGE EASEMENT AGREEMENT

THIS PRIVATE SKY BRIDGE EASEMENT AGREEMENT ("Agreement"), is made this ____ day of _____, 2024, between Wedum Albion, LLC, a Minnesota limited liability company ("Wedum Albion") and Wedum Lexington LLC, a Minnesota limited liability company ("Wedum Lexington") (Wedum Albion and Wedum Lexington, collectively the "Grantee"), and Ramsey County, Minnesota ("Grantor").

RECITALS

WHEREAS, Wedum Albion is the owner of the real property in Ramsey County, Minnesota legally described on **Exhibit A** attached hereto and made a part hereof by reference ("Parcel A");

WHEREAS, Wedum Lexington is the owner of the real property in Ramsey County, Minnesota legally described on **Exhibit B** attached hereto and made a part hereof by reference ("Parcel B");

WHEREAS, the Grantees desire to construct a private sky bridge connecting Parcel A and Parcel B for pedestrian traffic and crossing over Lexington Parkway South (CSAH 51), and have requested an easement from the Grantor over the Grantor's right of way;

WHEREAS, Grantor has agreed to such an easement over the Grantor's right of way;

WHEREAS, Grantees desire to provide access to one another to their respective Parcels by means of the easement granted by Grantor hereunder; and

WHEREAS, the parties hereto have agreed to ratify said construction and memorialize in this Agreement the terms, conditions, rights, and obligations regarding the use, operation and maintenance of such private sky bridge.

AGREEMENT

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and in consideration of the covenants contained herein, the parties hereto agree as follows:

I. Private Sky Bridge Easement

Grantor hereby grants to Grantees and their successors and assigns, forever, an exclusive, perpetual easement together with reasonable access thereto for the purpose of supporting, operating, repairing, and maintaining a private sky bridge encompassed within the easement area legally described on the attached **Exhibit C** and as depicted on **Exhibit C-1** ("Easement Area").

Said easement is for the use and benefit of Parcel A and Parcel B by the Grantees and its agents, guests, and employees for the purpose specified and shall be appurtenant to Parcel A and Parcel B.

II. Temporary Construction Easement.

Grantor hereby grants to Grantees, and their successors and assigns, a temporary construction easement for the purpose of construction of the private sky bridge within the temporary easement area depicted on **Exhibit D** ("Temporary Easement Area").

Said easement is temporary and shall automatically terminate upon the earlier of: (a) completion of the sky bridge; or (b) November 1, 2025.

III. Construction.

Grantees shall be responsible for the construction of the sky bridge, including, but not limited to, the following:

- (a) Grantees shall obtain all required permits, zoning approvals and other approvals for the sky bridge;
- (b) Grantees shall construct the sky bridge in accordance with all laws (including all applicable municipal, county, state, and federal laws and regulations, including all Minnesota Department of Transportation requirements pertaining to sky bridges) and shall comply with all road

closure/traffic control and all other safety requirements of the county, city and state;

- (c) Grantees shall ensure that all construction activities are performed in a good, safe, workmanlike manner and comply with all applicable safety and construction standards;
- (d) Grantees shall use their best efforts to complete construction of the sky bridge on or before November 1, 2025. The fee owner of Parcel A shall have responsibility for heating, cooling and maintaining the Easement Area and shall submit invoices for half the costs or doing so to the other Parcel Owner not more frequently than monthly.

IV. Access.

Each Grantee grants to the other Grantee, its successors and assigns, a perpetual, non-exclusive easement to use the Easement Area for access to and from one another's Parcels during the hours mutually agreed upon by the Grantees or their successors or assigns. .

V. Maintenance.

With respect to the Easement Area, the Grantees shall be responsible for keeping such Easement Area properly maintained, in good repair, in a safe condition, suitable for its intended use and in accordance with all applicable laws and ordinances. Grantees shall allow the Grantor's engineers or the city public works department to conduct annual inspections of the private sky bridge. All costs of operation, maintenance, repair and replacement shall be shared equally by Grantees.

VI. Indemnification/Insurance.

Grantees each agree to indemnify and hold harmless each other and Grantor, their successors and assigns, from any liability or damage of any nature whatsoever which shall or may occur with respect to the easements granted herein and/or the construction, operation, use, maintenance, repair, or condition of the sky bridge. Grantees shall each procure and maintain at all times the insurance set forth on **Exhibit E** attached hereto.

VII. Joint and Several Obligations of Grantees.

All obligations of Wedum Albion and Wedum Lexington to or in favor of Grantor hereunder, including, without limitation, all indemnification obligations, shall be joint and several.

VII. Binding Effect.

The terms of this Agreement shall constitute a covenant running with Parcel A and Parcel B, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns.

VIII. Notices.

Any notice, demand, statement and request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served when personally delivered to the other party or parties, or two days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, and addressed at the address set forth below:

If to Grantees: Wedum Albion, LLC
 Wedum Lexington LLC
 Two Carlson Parkway North, Ste. 335
 Plymouth, MN 55447
 Attn: Jay Portz

If to Grantor: Ramsey County Public Works
 Attn: Director
 1425 Paul Kirkwold Drive
 Arden Hills, MN 55112

Copy to: Ramsey County Attorney's Office
 Attn: Public Works Attorney
 360 Wabasha Street North, Ste. 100
 St. Paul, MN 55102

Any party may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this section. At such time as a party transfers its interest in its parcel so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

IX. Amendment.

This Agreement may be amended by, and only by, a written agreement signed by authorized representatives of all the parties hereto, or their successors in interest, as the case may be.

X. Costs and Expenses.

In any action brought to enforce any party's rights or obligations arising under this Agreement, the prevailing party shall be entitled to have all its costs and expenses reimbursed by the losing party in such action, including but not limited to reasonable attorneys' fees and all out of pocket expenses incurred in connection with such action.

XI. Termination.

The easements created hereby are intended to be permanent, and may only be terminated by the written agreement of authorized representatives of the parties hereto or their successors and assigns, as the case may be.

XII. No Partnership/ "As Is" Grant.

This Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between or among Grantees and Grantor, the sole relationship between and among the parties being that outlined by the terms of this Agreement. The parties acknowledge that this Agreement is not intended to include any representations or warranties of any kind, including but not limited to clear title or fitness of the land for the use described herein, and that Grantees are accepting the Easement Area in an "As Is" condition complete with all faults and defects.

XIII. No Public Dedication.

The parties to this Agreement do not by this Agreement intend to dedicate the Easement Area to the public in general, nor are the parties evidencing an undertaking to make a public dedication of the Easement Area in the future.

XIV. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

EXHIBIT A

Legal Description – Parcel A

That certain real property lying in the County of Ramsey, State of Minnesota, and legally described as follows:

Lot 2, Block 1, West End Second Addition, according to the recorded plat thereof.

EXHIBIT B

Legal Description – Parcel B

That certain real property lying in the County of Ramsey, State of Minnesota, and legally described as follows:

Lot 1, Block 1, West End Second Addition, according to the recorded plat thereof.

EXHIBIT C

Legal Description for Private Sky Bridge Easement

A 15.00 foot wide strip of land over that part of Lexington Parkway South right of way as shown on RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 28 - C.S.A.H. 51, and Lots 1 and 2, Block 1, WEST END SECOND ADDITION, according to the recorded plats thereof, Ramsey County, Minnesota. The centerline of said strip of land is described as follows:

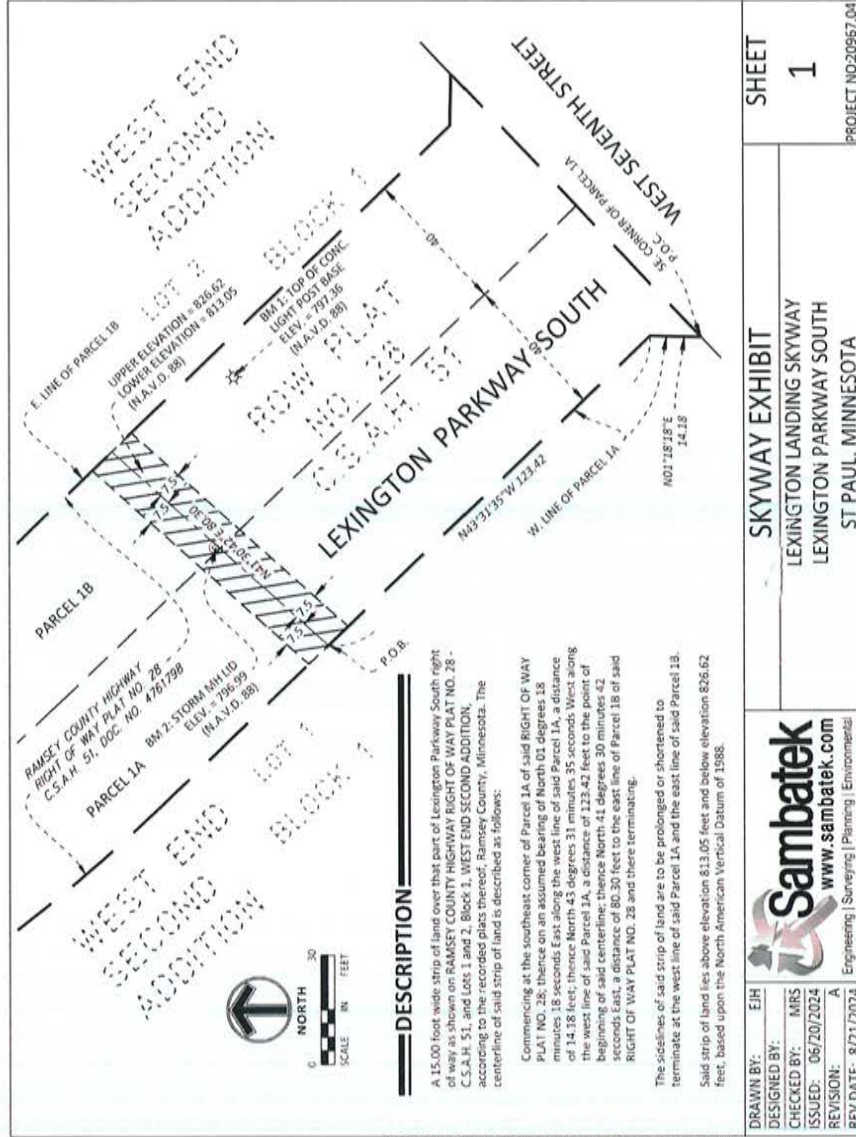
Commencing at the southeast corner of Parcel 1A of said RIGHT OF WAY PLAT NO. 28; thence on an assumed bearing of North 01 degrees 18 minutes 18 seconds East along the west line of said Parcel 1A, a distance of 14.18 feet; thence North 43 degrees 31 minutes 35 seconds West along the west line of said Parcel 1A, a distance of 123.42 feet to the point of beginning of said centerline; thence North 41 degrees 30 minutes 42 seconds East, a distance of 80.30 feet to the east line of Parcel 1B of said RIGHT OF WAY PLAT NO. 28 and there terminating.

The sidelines of said strip of land are to be prolonged or shortened to terminate at the west line of said Parcel 1A and the east line of said Parcel 1B.

Said strip of land lies above elevation 813.05 feet and below elevation 826.62 feet, based upon the North American Vertical Datum of 1988.

EXHIBIT C-1

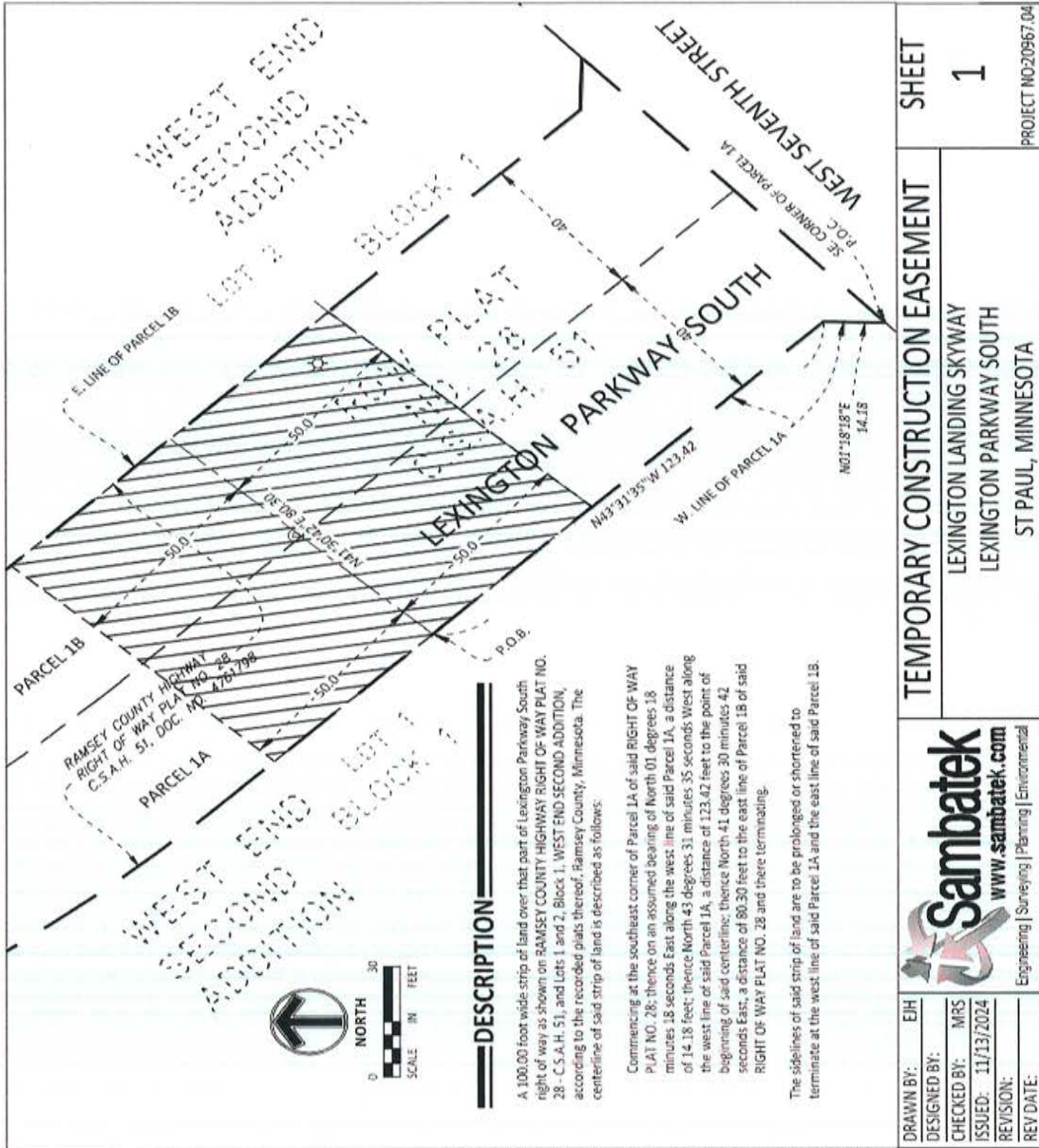
Depiction of Private Sky Bridge Easement



<p>SKYWAY EXHIBIT LEXINGTON LANDING SKYWAY LEXINGTON PARKWAY SOUTH ST PAUL, MINNESOTA</p>	<p>SHEET 1</p>
<p>PROJECT NO: 20967.04</p>	
<p>Sambatek Engineering Surveying Planning Environmental www.sambatek.com</p>	
<p>DRAWN BY: EIJH DESIGNED BY: MIRS CHECKED BY: MIRS ISSUED: 06/20/2024 REVISION: A REV DATE: 8/21/2024</p>	

EXHIBIT D

Depiction of Temporary Construction Easement



DESCRIPTION

A 100.00 foot wide strip of land over that part of Lexington Parkway South right of way as shown on RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 28 - C.S.A.H. 51, and Lots 1 and 2, Block 1, WEST END SECOND ADDITION, according to the recorded plats thereof, Ramsey County, Minnesota. The centerline of said strip of land is described as follows:

Commencing at the southeast corner of Parcel 1A of said RIGHT OF WAY PLAT NO. 28; thence on an assumed bearing of North 01 degrees 18 minutes 18 seconds East along the west line of said Parcel 1A, a distance of 14.18 feet; thence North 43 degrees 31 minutes 35 seconds West along the west line of said Parcel 1A, a distance of 123.42 feet to the point of beginning of said centerline; thence North 41 degrees 30 minutes 42 seconds East, a distance of 80.30 feet to the east line of Parcel 1B of said RIGHT OF WAY PLAT NO. 28 and there terminating.

The sidelines of said strip of land are to be prolonged or shortened to terminate at the west line of said Parcel 1A and the east line of said Parcel 1B.

TEMPORARY CONSTRUCTION EASEMENT LEXINGTON LANDING SKYWAY LEXINGTON PARKWAY SOUTH ST PAUL, MINNESOTA	SHEET 1
	PROJECT NO-20967.04


Sambatek
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 Engineering | Surveying | Planning | Environmental

DRAWN BY:	EJH
DESIGNED BY:	MRS
CHECKED BY:	MRS
ISSUED:	11/13/2024
REVISION:	
REV DATE:	

EXHIBIT E

INSURANCE REQUIREMENTS – RAMSEY COUNTY

- I. Before any alterations, additions, improvements, or construction on or at the Easement Areas are undertaken by GRANTEES or any contractor performing work on behalf of GRANTEES, and at all times during the performance of the same, GRANTEES or such contractor will be required to carry the following insurance and provide satisfactory evidence of such insurance to County:
 - A. Builder's Risk insurance in the amount of the replacement cost of any such improvements or alterations. This must include coverage for tools and equipment brought onto and/or used on or at the applicable Easement Areas by GRANTEES or any contractor performing work on behalf of GRANTEES. The County must be named as an additional insured under all such policies.
 - B. Workers' compensation insurance with statutory limits and Employers Liability limits of \$500,000/accident, \$500,000 disease policy limit, and \$500,000 bodily injury for each employee.
 - C. Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance will include contractual liability, personal injury liability, products and completed operations coverage.
 - D. Commercial Automobile Coverage, including hired, owned, and non-owned vehicle coverage, of at least \$1,000,000 combined single limit.
 - E. Professional Liability insurance covering the services of any engineer, architect, surveyor (and any other individual or entity providing services that require expertise on a certain subject that is being supported by certification, licensure, or designation), in coverage amounts of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit. The County must be named as an additional insured under all such policies.

- II. At all times during the term of this Easement Agreement, GRANTEES will maintain such insurance as will protect GRANTEES from claims which may arise out of or result from operations of GRANTEES and/or its contractors and/or agents, and provide the County evidence that the insurance described below is in place. GRANTEES will provide the County evidence of such insurance, naming the County as additional insureds under such policies of insurance, and such insurance must provide coverages equal to the minimum insurance coverages specified below as follows:

- A. Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance will include contractual liability, personal injury liability, products and completed operations coverage.
- B. Fire and All-Risk Property Insurance with coverage written on a replacement cost basis for all buildings, bridges, and improvements in the Easement Areas, and for any personal property or betterments of the County at the Easement Areas.

GRANTEES hereby waive and release the County and its officials, employees, and agents, from all claims, liability and causes of action for loss, damage to or destruction of GRANTEES' property resulting from fire or other perils covered in standard property insurance coverage. GRANTEES agree that it will look to its own property insurance for reimbursement for any loss and will have no rights of subrogation against the County.

- III. All Certificates of Insurance will provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minnesota Statutes, Chapter 60A, as applicable. Further, all Certificates of Insurance must provide the County 10-day notice of cancellation due to non-payment of premium.

