

Exhibit N

Form of Ballfield Trail Easement

Trail Easement Agreement
(Ford Site)

This Trail Easement Agreement, is made and entered into effective as of December ____, 2019 by PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (the “Grantor”), for the benefit of the city of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the “City”).

Recitals:

A. Grantor is the current owner of that certain real property located in the city of Saint Paul, county of Ramsey, state of Minnesota, and legally described on the attached as **Exhibit A** (the “Property”).

B. The City desires to use a portion of the Property for the construction and maintenance of certain sidewalks and public utilities.

C. Subject to the terms and conditions of this Agreement, Grantor is willing to grant an easement to the City for such purposes over and across that portion of the Property depicted and/or legally described on the attached **Exhibit B** (the “Easement Premises”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to the City a perpetual, non-exclusive easement over, upon and across the Easement Premises for purpose of the City and/or any City Parties locating, constructing, operating, maintaining, altering, and replacing, as necessary, of a recreational trail or path and appurtenances reasonably related thereto (the “Trail”), and for the purpose of public access to, and use of, the Trail. Within the Easement Premises, the City and the City Parties shall have the right to (a) remove all structures, trees, shrubs, grass and herbage and other obstructions interfering with the location, construction and maintenance of the Trail; (b) grade, level, fill, excavate, and pave all or part of the Easement Premises for the Trail; and (c) erect and maintain one or more signs in conjunction with the public’s use of the Trail. The “City Parties” are collectively the City, its employees, agents, contractors, subcontractors, suppliers, licensees, and franchisees.

2. **Other Easement Rights and Obligations.** The City and the City Parties shall have the right of temporary ingress and egress in, to, over, through and across the Property as reasonably necessary to exercise their rights and obligations under this Agreement. Neither the City nor any City Party shall construct or place any permanent structure, building, improvement, or fixture on any part of surface of the Easement Premises except as expressly permitted by this Agreement (e.g., the Trail). Upon completion by the City or any City Party of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any of the Easement Premises, the City shall cause the general surface of the ground shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to such work. Any excess earth resulting from installation shall be removed from the Property at no cost to Grantor.

3. **Maintenance, Repair and Replacement.** The City shall be responsible for maintaining, repairing, and replacing any improvements constructed or installed in the Easement Premises pursuant to

this Agreement in accordance with any and all applicable laws, ordinances and regulations, and shall keep such property in good condition and repair (including replacing the Trail when reasonably necessary).

4. Reservation of Rights. Grantor has retained the right to the undisturbed use and occupancy of the Easement Premises insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

5. No Waiver. The failure of Grantor or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Grantor or the City may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

6. Not a Public Dedication. Except for the rights specifically granted in this agreement, nothing in this agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

7. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Grantor, such that the provisions of this agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

8. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this agreement does not require the joinder or approval of any other person and Grantor has the full, unrestricted and exclusive legal right and power to enter into this agreement. This agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Grantor and any lender.

9. Amendment. Except as otherwise provided herein, the provisions of this agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by Grantor and the City.

10. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be construed and governed by the laws of the state of Minnesota. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

[Remainder of this page intentionally left blank; signatures on following pages]

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

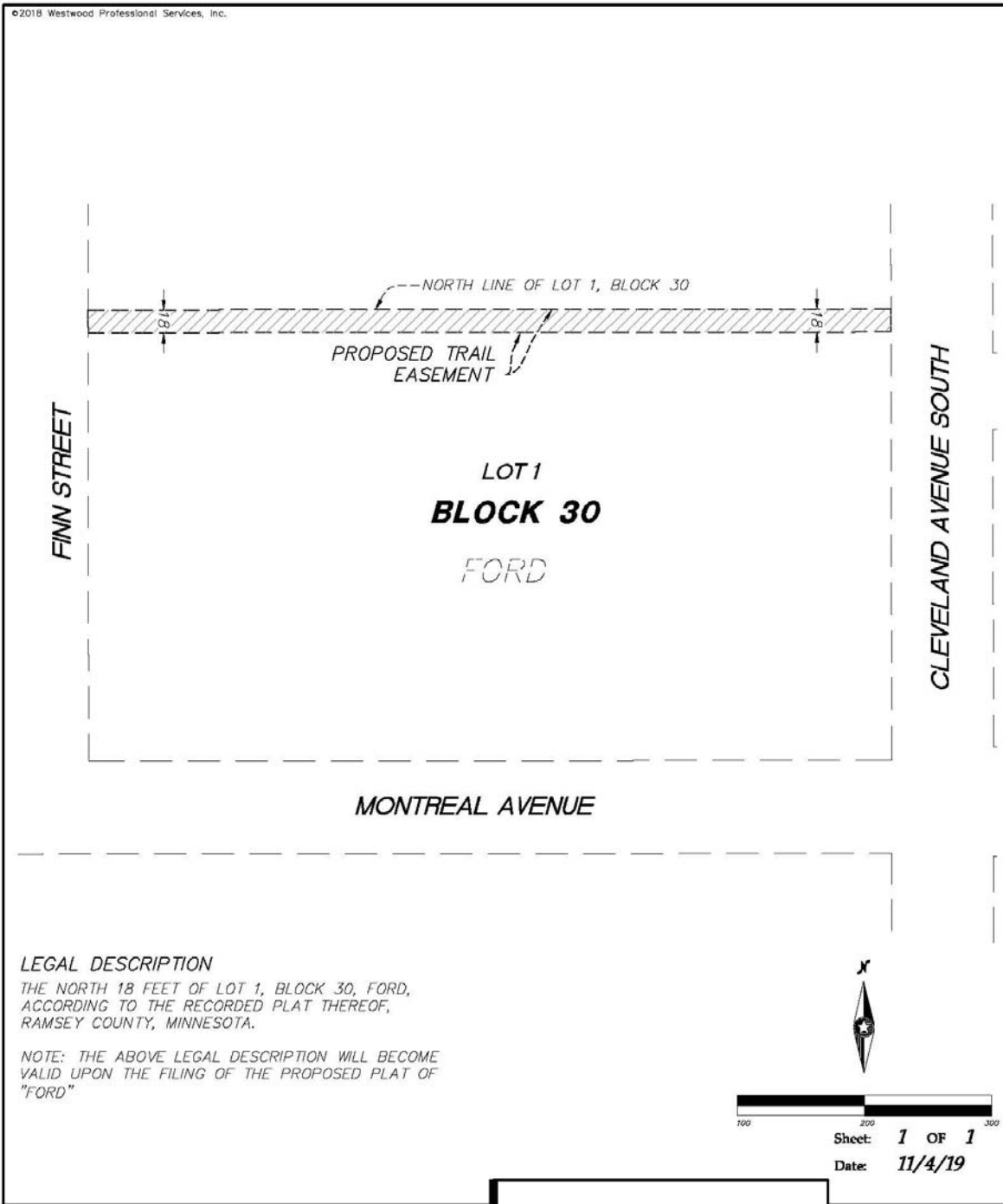
Exhibit A

Legal description of the Property

Lot 1, Block 30, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit B

Depiction and/or Legal Description of the Easement Premises



Westwood <small>Phone (652) 927-6160 12701 Whitestar Drive, Suite 4000 Fax (652) 927-6122 Minneapolis, MN 55442 Toll Free (888) 927-6160 westwoodps.com Westwood Professional Services, Inc.</small>	Crew: _____	Project Paul St. Paul, Minnesota	Ballfield Trail Easement Exhibit
	Checked: _____		
	Drawn: <u>NC</u>		
	Record Drawing by/date: _____		

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