
SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING MAIL TO:
CITY OF SAINT PAUL – FINANCE/REAL ESTATE
25 WEST FOURTH STREET, SUITE 1000
SAINT PAUL, MINNESOTA 55102

**FIRST AMENDMENT TO
GRANT OF EASEMENT FOR PEDESTRIAN CONCOURSE SYSTEM**

THIS FIRST AMENDMENT TO GRANT OF EASEMENT FOR PEDESTRIAN CONCOURSE SYSTEM ("First Amendment") is given as of the ____ day of March, 2015, between **Pioneer Endicott LLC**, a Minnesota limited liability company ("Property Owner"), and the **City of Saint Paul, Minnesota**, a municipal corporation under the laws of the State of Minnesota ("City").

RECITALS

A. Property Owner owns the real property located at 332 Robert Street North, Saint Paul, Minnesota, 55101 (the "Pioneer Endicott Property") and legally described in Exhibit 1 attached hereto.

B. On March 10, 1978 Watson P. Davidson, Jr. and C. M. Bend, Jr., predecessors in interest in the Pioneer Endicott Property ("Former Owners"), granted to the City an easement for a pedestrian concourse system for the use and benefit of the public as a public way for pedestrian transit in and through the second floor of the Pioneer Endicott Property and connecting the pedestrian concourse system by way of a vertical access from Robert Street, Fourth Street and the ground floor, (the "Original Easement"), said easement being recorded with the Ramsey County Recorder's Office as Document Number 1996624, and attached hereto.

C. Due to recent major renovations within the Pioneer Endicott Property, the location of the pedestrian concourse system has been altered. Under the Original Easement the Former

Owners retained “the right to change the location of said easement on the condition that new easements are granted which permit the continuity of the pedestrian concourse system...”

D. By this First Amendment the parties desire to amend the Original Easement to reflect the change in location of the pedestrian concourse system.

NOW, THEREFORE, the Property Owner and City hereby agree as follows:

1. The City hereby abandons the Original Easement for the pedestrian concourse system and vertical access from Robert Street, Fourth Street and the ground floor, as described in Exhibit A of the Original Easement.

2. The Property Owner hereby grants unto the City a perpetual easement (the “Revised Easement”) reconnecting the Pioneer Endicott Property to the existing pedestrian concourse system for the use and benefit of the public as a public way for pedestrian transit in and through the Pioneer Endicott Property and reconnecting to the pedestrian concourse system by way of a vertical access from Robert Street and the ground floor, as depicted and described in Exhibit 2 attached hereto and incorporated herein by this reference; provided, however, that notwithstanding the foregoing, the Revised Easement shall terminate and be limited to the life of the improvements constituting the pedestrian concourse system. The City and the Property Owner agree that all areas with respect to the Pioneer Endicott Property that are not specifically depicted on Exhibit 2 are private and not treated as part of the pedestrian skyway system within meaning of Section 140 of the St. Paul Code of Ordinances. In accordance with the aforementioned provisions, the third paragraph in the Original Easement beginning with “NOW, THEREFORE,” is replaced with the provisions of this Section 2 of the First Amendment.

3. All references in the Original Easement to “Davidson property” shall be replaced with “Pioneer Endicott Property.”

4. The second full paragraph on the second page of the Original Easement agreement is hereby deleted and replaced with the following paragraph:

“The undersigned, for themselves, their successors and assigns, do hereby agree that for and during the life of said easement, they shall be solely responsible for the cost of all repairs, improvements and replacements of the public way or pedestrian concourse system, as it passes through the second floor of the Pioneer Endicott Property, together with the vertical access from Robert Street and access from the foot of the vertical access facilities to the public sidewalks, it being understood that the aforesaid covenant shall run with the land.”

5. Except as modified in this First Amendment, the remainder of all terms and conditions set forth in the Original Easement agreement shall remain in full force and effect as if fully set forth herein.

TO HAVE AND HOLD said easement for a public way or pedestrian concourse system, together with rights of ingress and egress appertaining thereto until the concourse system is vacated or abandoned in the manner required by law.

[remainder of page intentionally blank; signature pages follow]

**SEPARATE SIGNATURE PAGE OF PIONEER ENDICOTT LLC
TO
FIRST AMENDMENT**

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be made as of the day and year first above written.

PIONEER ENDICOTT LLC
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

 This instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of Pioneer Endicott LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**SEPARATE SIGNATURE PAGE OF CITY OF SAINT PAUL
TO
FIRST AMENDMENT**

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be made as of the day and year first above written.

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

By: _____
Name: _____
Its Mayor or Deputy Mayor

By: _____
Name: _____
Its Director of Financial Services

By: _____
Name: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Mayor or Deputy Mayor, _____, the Director of Financial Services, and _____, the City Clerk of the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

EXHIBIT 1

LEGAL DESCRIPTION OF THE PIONEER ENDICOTT PROPERTY

[Insert legal description here]

EXHIBIT 2

DEPICTION AND LEGAL DESCRIPTION OF THE NEW PERPETUAL EASEMENT

[Insert survey and legal description here]

10060835v3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING MAIL TO:
CITY OF SAINT PAUL – FINANCE/REAL ESTATE
25 WEST FOURTH STREET, SUITE 1000
SAINT PAUL, MINNESOTA 55102

**FIRST AMENDMENT TO
PEDESTRIAN CONCOURSE AGREEMENT**

THIS FIRST AMENDMENT TO PEDESTRIAN CONCOURSE AGREEMENT (“First Amendment”) is given as of the ____ day of March, 2015, between **Pioneer Endicott, LLC**, a Minnesota limited liability company (“Property Owner”), and the **City of Saint Paul, Minnesota**, a municipal corporation under the laws of the State of Minnesota (“City”).

RECITALS

A. Property Owner owns the real property located at 332 Robert Street North, Saint Paul, Minnesota, 55101 (the “Pioneer Endicott Property”) and legally described in Exhibit 1 attached hereto.

B. On March 10, 1978 Watson P. Davidson, Jr. and C. M. Bend, Jr., predecessors in interest in the Pioneer Endicott Property (“Former Owners”), The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“Authority”) and The City of Saint Paul Minnesota (“City”) entered into a Pedestrian Concourse Agreement (“Original Agreement”) for a downtown Saint Paul redevelopment project including construction of pedestrian bridges and a pedestrian concourse system, said Original Agreement being recorded with the Ramsey County Recorder’s Office as Document Number 2117293. Concurrently, and in conjunction with the Original Agreement, the Former Owners entered into a Grant of Easement For Pedestrian Concourse System granting to the City an easement for a pedestrian concourse system for the use and benefit of the public as a public way for pedestrian transit in and through the second floor of the Pioneer Endicott Property and connecting the pedestrian concourse system by way of a vertical accesses from Robert Street, Fourth Street and the ground floor, (the “Original

Easement”), said easement being recorded with the Ramsey County Recorder’s Office as Document Number 1996624.

C. Due to recent major renovations within the Pioneer Endicott Property, the location of the pedestrian concourse system, including some vertical accesses, have been altered or discontinued. Under the Original Agreement and the Original Easement, the Former Owners retained “the right to change the location of said easement on the condition that new easements are granted which permit the continuity of the pedestrian concourse system...”

D. The parties are concurrently herewith amending the Original Easement (the “Amendment”). By this First Amendment the parties desire to amend the Original Agreement to bring it up to date and to conform it to the Amendment by reflecting the change in location of the pedestrian concourse system and the alteration and discontinuance of some vertical accesses.

E. The Authority having fully performed its functions and responsibilities regarding the redevelopment project and reserving all continuing rights and responsibilities regarding the pedestrian concourse system, including amendments, to the City and Property Owners, are no longer necessary parties to amendments regarding the matters contained herein.

NOW, THEREFORE, the Property Owner and City hereby agree as follows:

1. The City hereby abandons the Original Easement for the pedestrian concourse system and vertical access from Robert Street, Fourth Street and the ground floor, as described in Exhibit A of the Original Easement.

2. The Property Owner hereby confirms: (a) its grant in the Amendment to the City of a perpetual easement (the “Easement”) reconnecting the Pioneer Endicott Property to the existing pedestrian concourse system for the use and benefit of the public as a public way for pedestrian transit in and through the Pioneer Endicott Property and reconnecting the pedestrian concourse system by way of a vertical access from Robert Street, as depicted and described in Exhibit 2 attached hereto and incorporated herein by this reference; provided, however, that notwithstanding the foregoing, the Easement shall terminate and be limited to the life of the improvements constituting the pedestrian concourse system; and (b) that the City and the Property Owner agree that all areas with respect to the Pioneer Endicott Property that are not specifically depicted on Exhibit 2 are private and not treated as part of the pedestrian skyway system within the meaning of Section 140 of the St. Paul Code of Ordinances.

3. Paragraph 3 of the Original Agreement shall be remade in this First Amendment as follows: Reference to Exhibit A shall be deleted in its entirety and substituted with reference to Exhibit 2 attached hereto.

4. Paragraph 4 of the Original Agreement shall be remade in this First Amendment as follows: Reference to Exhibit B shall be deleted in its entirety and substituted with reference to the Amendment.

Subject to the conditions of the aforesaid Original Agreement, the undersigned retain the right to change the location of said Easement on the condition that new easements are granted which permit the continuity of the pedestrian concourse system, and that the undersigned install a new pedestrian concourse on the new easement at its sole cost and expense.

The undersigned, for themselves, their successors and assigns, do hereby agree that for and during the life of said Easement, they shall be solely responsible for the cost of all repairs, improvements and replacements of the pedestrian bridge spanning Fourth Street, its integral parts and the concourse system within the Pioneer and Endicott Buildings, as well as the other responsibilities and obligations specified in the Agreement, it being understood that the aforesaid covenant shall run with the land.

TO HAVE AND HOLD said easement for a public way or pedestrian concourse system, together with rights of ingress and egress appertaining thereto until the concourse system is vacated or abandoned in the manner required by law.

**SEPARATE SIGNATURE PAGE OF PIONEER ENDICOTT LLC
TO
FIRST AMENDMENT**

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be made as of the day and year first above written.

PIONEER ENDICOTT, LLC
a Minnesota limited liability company

By PEJ Partners, LLC, a Minnesota limited liability company, its managing member

By: _____
Name: Richard S. Pakonen
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this _____ day of _____, 2015, by Richard S. Pakonen, the Chief Manager of PEJ Partners, LLC, a Minnesota limited liability company, the managing member of Pioneer Endicott LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**SEPARATE SIGNATURE PAGE OF CITY OF SAINT PAUL
TO
FIRST AMENDMENT**

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be made as of the day and year first above written.

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

By: _____
Name: _____
Its Mayor or Deputy Mayor

By: _____
Name: _____
Its Director of Financial Services

By: _____
Name: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Mayor or Deputy Mayor, _____, the Director of Financial Services, and _____, the City Clerk of the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

EXHIBIT 1

LEGAL DESCRIPTION OF THE PIONEER ENDICOTT PROPERTY

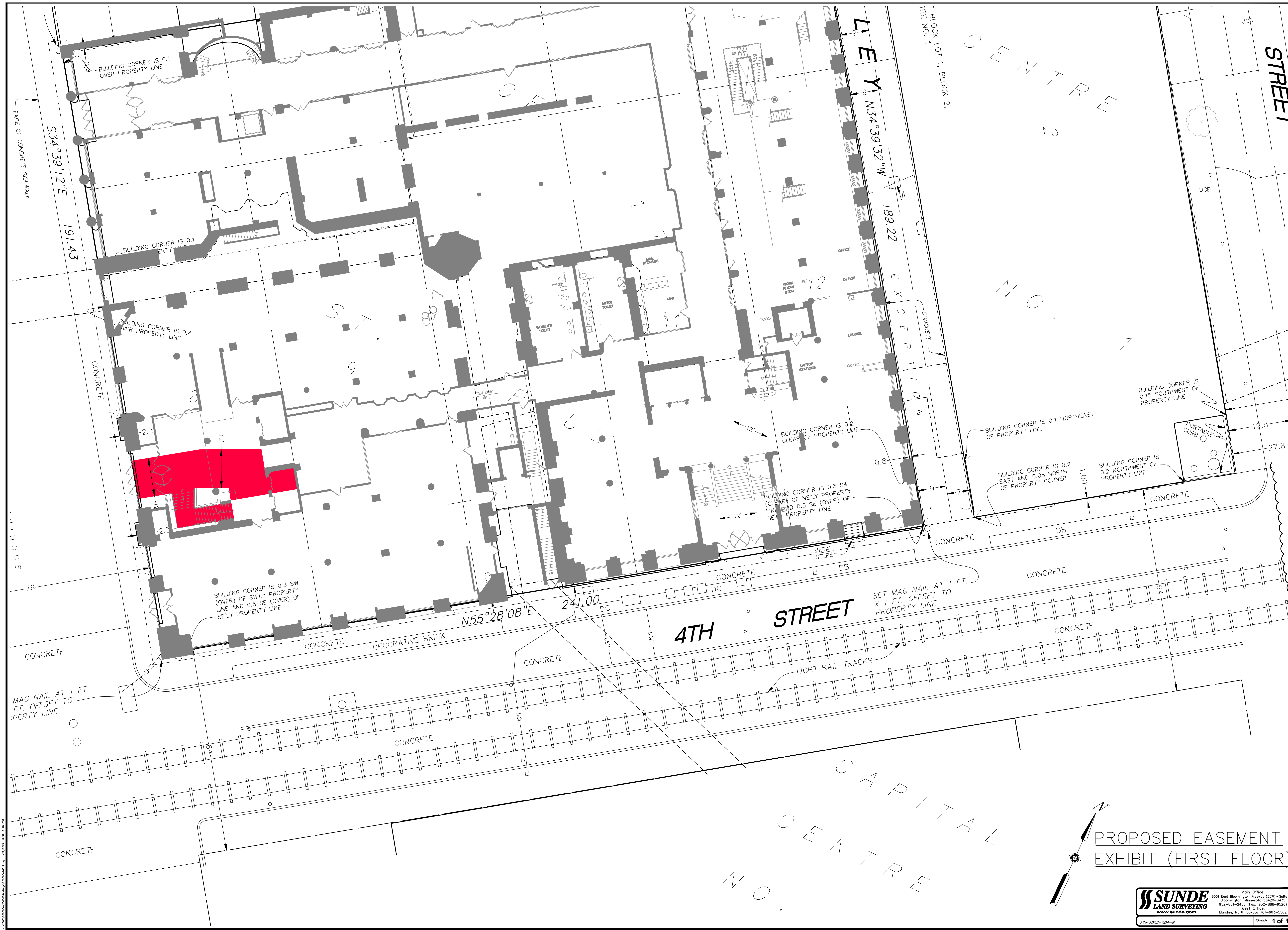
[Insert legal description here]

EXHIBIT 2

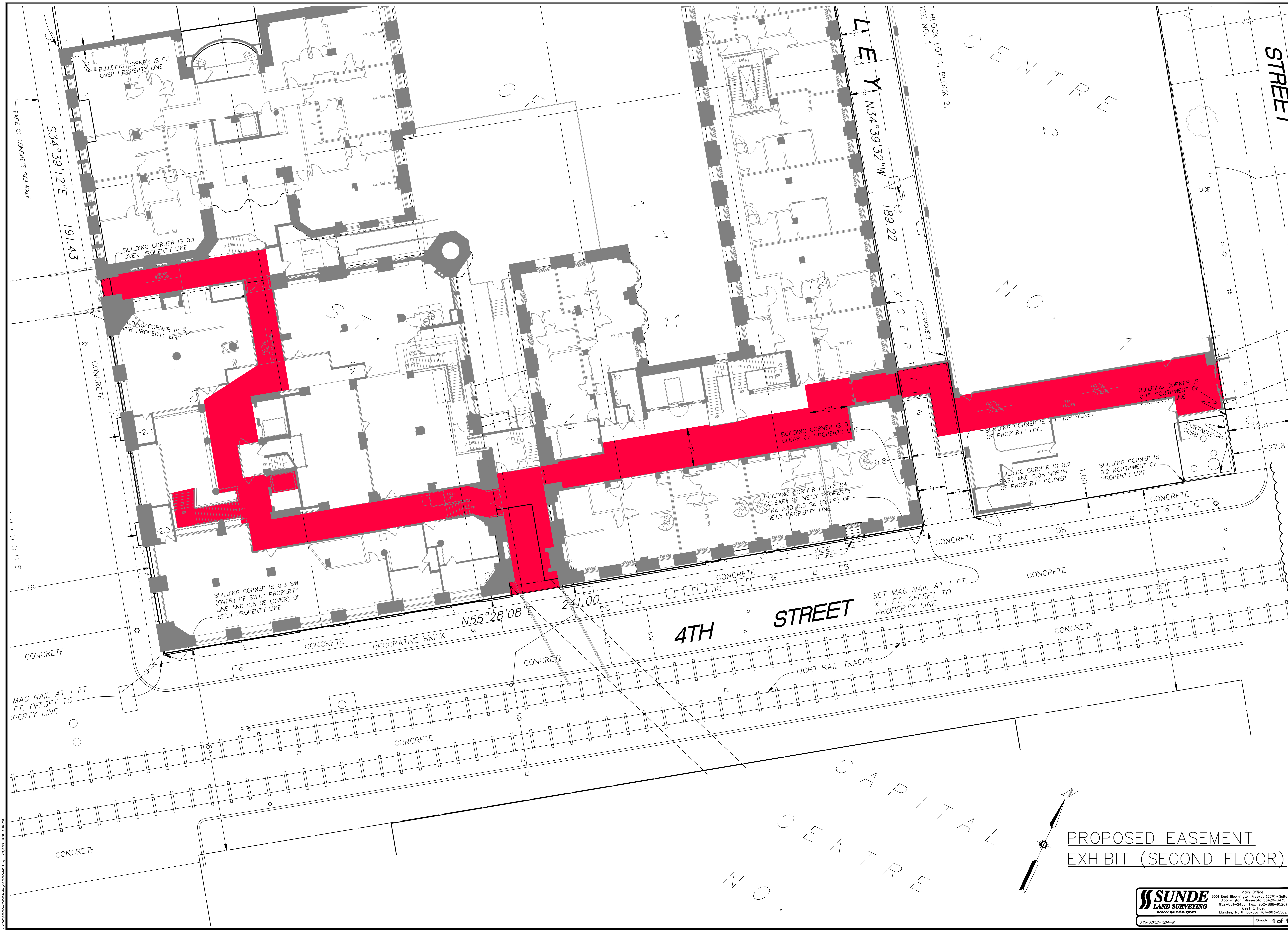
DEPICTION AND LEGAL DESCRIPTION OF THE NEW PERPETUAL EASEMENT

[Insert survey and legal description here]

10058358v3



PROPOSED EASEMENT
EXHIBIT (FIRST FLOOR)



PROPOSED EASEMENT
EXHIBIT (SECOND FLOOR)