

JOINT POWERS AGREEMENT
Central Station Block, Downtown Saint Paul

This Joint Powers Agreement (“**Agreement**”), entered into effective as of the date that the last party signs this Agreement (the “**Effective Date**”), is made by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“**Council**”), the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“**HRA**”), and the City of Saint Paul, a Minnesota municipal corporation and home rule charter city (“**City**”) (collectively, the “**Parties**,” and each individually a “**Party**”) for the redevelopment (“**Joint Redevelopment**”) of Council-owned and HRA-owned real property in the City of Saint Paul bounded by 5th Street, Minnesota Street, 4th Street and Cedar Street (“**Central Station Block**” or “**CSB**”).

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to formally commit to a process for the Joint Redevelopment of the Central Station Block and to perform services or functions to effectuate the Joint Redevelopment.

WHEREAS, the Council owns two parcels (collectively, the “**Council Property**”) on the Central Station Block that were acquired for the METRO Green Line light rail transit project (“**Green Line LRT Project**”). The Council acquired one parcel through direct purchase (the “**Bremer Parcel**”) and the other parcel was acquired by the Minnesota Department of Transportation through condemnation and then transferred to the Council (the “**Hellervik Parcel**”), as each such portion of the Council Property is shown on the attached **Exhibit A**. The Council Property is comprised of approximately 1.44 acres.

WHEREAS, the HRA owns an approximately 0.22-acre parcel in the northeast corner of the Central Station Block (the “**HRA Property**”). The HRA Property is also shown on the attached **Exhibit A**. A portion of the northeast corner of the HRA Property is encumbered with a permanent transit easement that is improved with a Metro Transit bus stop and bus waiting area (“**Council Easement**”). The Council used FTA funds to construct the Metro Transit bus stop and bus waiting area on that portion of the HRA Property encumbered by the Council Easement. The HRA Property is otherwise unimproved.

WHEREAS, on September 20, 2013, the Parties entered into a memorandum of understanding (Council Agreement No. 13I018) which expressed the Parties’ goals and objectives for the redevelopment of the Central Station Block, one of which was that ownership of the CSB Skyway should be transferred to some entity or entities other than the Council when the Central Station Block is redeveloped.

WHEREAS, Capital City Ventures, LLC (“**CCV**”) owns the remaining parcel on the Central Station Block (the “**CCV Property**”). The CCV Property is improved with a building (the “**University Club Building**”) that is being used by Hotel 340 and the Saint Paul Athletic Club. The CCV Property retains emergency access rights on Council Property along the east side of its building.

WHEREAS, the Council constructed the Green Line LRT Project, which bisects the Council Property, and includes light rail transit infrastructure, a stair and elevator tower that connects Central Station Block with the City’s downtown pedestrian skyway system (the “**Vertical Access Tower**”) and a north-south skyway of approximately 164 feet in length that is attached to and extends from the University Club Building to 5th Street (“**CSB Skyway**”). The Vertical Access Tower and CSB Skyway are shown on the attached **Exhibit B**.

WHEREAS, the Council is solely responsible for the cost of operating and maintaining the CSB Skyway.

WHEREAS, the cost of operating and maintaining the Vertical Access Tower is shared by the City and the Council pursuant to that certain Cost Sharing Agreement for Vertical Access Tower Operation and Maintenance dated September 18, 2017 (Council Agreement No. 171028) (“**Cost Sharing Agreement**”).

WHEREAS, the City funded public art that was incorporated into the Vertical Access Tower (the “**Public Art**”). The disposition and removal of the Public Art is governed by the terms of the Cost Sharing Agreement.

WHEREAS, consistent with the Cost Sharing Agreement and the 2013 memorandum of understanding, the Parties desire to work cooperatively and collaboratively to transfer ownership of the Vertical Access Tower, the Public Art, and the CSB Skyway, along with requirements for operation and maintenance responsibilities, to the developer/owner of the Central Station Block.

WHEREAS, the Council financed the Green Line LRT Project, including the Vertical Access Tower and the CSB Skyway using funds from a variety of federal, state, and local funding sources, including the Federal Transit Administration (“**FTA**”), State of Minnesota general obligation tax exempt bond proceeds issued by Minnesota Management and Budget (“**MMB**”), Counties Transportation Improvement Board (“**CTIB**”) tax-exempt bond proceeds, and funds from CTIB pursuant to a 2012 CTIB capital grant agreement. CTIB dissolved in 2017 and all rights, title and interest under the capital grant agreement were assigned to Hennepin County.

WHEREAS, because the Council received funds from multiple federal, state, and local funding sources in conjunction with the construction of the Green Line LRT Project and there are a variety of funding interests that need to be resolved, the Council must undertake resolution of those interests with the federal, state, and local Green Line LRT Project funders to enable redevelopment on the non-transitway property on the Central Station Block.

WHEREAS, to facilitate private development on the Central Station Block, the Council intends to subdivide the Council Property to create a transit parcel (“**Council Transit Parcel**”) and a non-transit development parcel, which is intended to include developable air rights over the Council Transit Parcel (“**Council Development Parcel**”). The Council Transit Parcel will include the Green Line LRT Project facilities, infrastructure, and improvements, including but not limited to the light rail tracks, platforms, overhead catenary system (“**OCS**”), transit information signs and kiosks, transit advertising facilities and signs, pedestrian plazas and walkways and other facilities related to passenger mobility, safety and light rail vehicles (“**LRV**”) operation, and any

other necessary overhead infrastructure and underground infrastructure necessary for transit operations on the Council Transit Parcel (collectively, the “**LRT Improvements**”). The Council Transit Parcel will be large enough for the current and future safe and efficient operation and maintenance of the LRT Improvements, and the use of operation and maintenance vehicles to service the LRT Improvements, together with facilities owned by and identified by the Council as necessary for its transit operations on the Central Station Block.

WHEREAS, the HRA and Council intend to simultaneously and cooperatively market the HRA Development Parcel with the Council Development Parcel (collectively the “**Combined Development Parcel**”) for sale under a request for proposal process.

WHEREAS, the Parties desire that the Council Development Parcel shall not be encumbered by any bond or other such liens or restrictions that would materially affect an owner’s or developer’s ability to redevelop the Council Development Parcel.

WHEREAS, the Parties intend this Agreement to provide a framework for implementing the Joint Redevelopment in a way that advances the Council’s Transit Oriented Development Policy, meets the Council Thrive MSP 2040 goals, conforms to the HRA’s requirements and redevelopment plan, and conforms to the City’s zoning ordinance and development requirements.

NOW THEREFORE, in consideration of the foregoing Recitals and the covenants and obligations set forth herein, the Parties agree as follows:

AGREEMENT

1) Incorporation of Recitals and Exhibits. The Recitals and Exhibits are fully incorporated into and are part of this Agreement.

2) Statutory Authority. The Parties enter into this Agreement pursuant to Minnesota Statutes section 471.59 (the Joint Powers Act) with regard to joint agreements and cost sharing agreements provided for herein, and, with regard to powers to sell real property under sections 469.012, 469.029 and 469.041 for the HRA and Minnesota Statutes section 473.129 for the Council. This Agreement further enables the Parties to carry out the Joint Redevelopment. Nothing in this Agreement shall require a Party to perform any act beyond its legal authority or to forbear from any act it is legally required to perform.

3) Continuing Control. The Council shall maintain satisfactory, continuing control of the Council Transit Property, including by creating legal relationships that provide for continuing control for compliance with applicable federal requirements and ensure, through additional agreements, that the future development and use of the adjacent Combined Development Parcel not impair or interfere with the Council’s transit operations and the Council Transit Parcel.

4) Sale of Combined Development Parcel. Once a developer is selected under the process described in Sections 8 and 9 below, the Council and HRA will each receive on the date of the closing its proportionate share of the gross sales proceeds received from the sale of the Combined Development Parcel in the percentages that correspond to the percentage of land

conveyed by such Party relative to the entire Combined Development Parcel that was sold to such buyer. By way of example only, if the HRA Property sold to Tentative Developer, as defined herein, comprises, as a hypothetical example, 13% of the Combined Development Parcel that is ultimately sold and the Council Development Property comprises 87% of the Combined Development Property, then the HRA shall be entitled to 13% of the gross sale proceeds and the Council, the remaining 87%. Except as otherwise provided in this Agreement, each Party shall pay its own costs incurred with such simultaneous closing and shall pay the release price for all liens encumbering its real property. The Parties intend that the portion of the HRA Property encumbered by the Council Easement (and improved with the Metro Transit bus stop area) will be sold to the developer as a part of the Combined Development Parcel and shall continue to be encumbered by the Council Easement.

5) Hellervik Parcel Right of First Refusal. The Hellervik Parcel was acquired through the condemnation process. As a result, the Hellervik Parcel owner (“**Hellervik Parcel Owner**”) from whom that property was acquired may be entitled to a statutory right of first refusal pursuant to Minnesota Statutes, section 117.226 (“**Statutory Right of First Refusal**”). Promptly upon determination of the current fair market value of the Hellervik Parcel, but prior to issuance of any RFQ or RFP by the Council soliciting offers or proposals for the acquisition and development of the Combined Development Parcel, the Council shall seek to enter into a release agreement with the former owner(s) from whom the Hellervik Parcel was acquired and/or any other party who may have a Statutory Right of First Refusal. The form of any such release shall be in a recordable form and shall, upon execution and recording, effectively extinguish the Statutory Right of First Refusal (the “**Hellervik Release**”) on the Hellervik Parcel. The Council shall share a copy of the proposed Hellervik Release document with the City prior to its delivery to the Hellervik Parcel Owner. The Council has no obligation to pay any funds to the Hellervik Parcel Owner for the Hellervik Release of the Statutory Right of First Refusal (“**Hellervik Release Payment**”) under the signed Hellervik Release unless and until the closing of the sale of the Combined Development Parcel occurs; however, in the event the closing does not occur, the Council may, in its discretion, provide the Hellervik Parcel Owner with the Hellervik Release Payment to facilitate future redevelopment of the Council Redevelopment Parcel. The Council is responsible for negotiating such a payment schedule into the Hellervik Release. Any Hellervik Release Payment shall be paid from the gross proceeds payable to the Council at the closing. The HRA or City shall not be responsible for the Hellervik Release Payment. Thereafter, the Council agrees that it shall, at or before closing on the Combined Development Parcel, record the Hellervik Release in the appropriate real estate records, which release shall be in a form that will terminate any and all rights of such former owner in the Hellervik Parcel, including any rights to such Statutory Right of First Refusal. The Council hereby agrees that it will defend, indemnify, and hold harmless the City and HRA from and against any and all claims, demands, causes of action, liabilities, and costs that arise out of or are in any way related to the Hellervik Parcel or the Statutory Right of First Refusal. The foregoing indemnification will survive the termination or expiration of this Agreement.

6) Green Line LRT Project Funding Sources Approval. The Council Development Property is encumbered by interests of the FTA, MMB, and Hennepin County (CTIB). Prior to the issuance of the RFP and the procurement process and negotiations identified in Sections 8 and 9, the Council will make reasonable efforts to obtain all necessary approvals from MMB, the FTA, and Hennepin County for the sale of the Council Development Parcel. Such approvals shall, to the extent possible, include air rights for an owner/developer to develop over the Council Transit Parcel beginning at a height reasonably determined by the Council. The Council will seek FTA concurrence as necessary to support redevelopment of the Combined Development Parcel. The Council's failure to obtain, after reasonable efforts, any or all of these approvals shall not constitute a breach of this Agreement. The Council shall be under no obligation to proceed with the sale of the Council Development Parcel if the aggregate reimbursement amounts payable by the Council under funding covenants related to the FTA, MMB, Hennepin County, Hellervik Release Payment and transactional costs and reimbursable expenses associated with the sale of the Council Development Parcel exceed the Council's proportionate share of the Purchase Price (as defined in Section 8), calculated pursuant to Section 4, offered for the Council Development Parcel ("**Council Contingency**"). The Council Contingency shall be an express condition of closing, during the period of time stated below, that shall be included in any agreement entered into with a tentative developer selected pursuant to Section 8. In exercising the Council Contingency, the Council will elect, by written notice given to the City and HRA, no later than 30 days after the date that Council and HRA governing bodies' selection of a tentative developer for the Joint Redevelopment as provided in Section 8, whether it will proceed with closing on the Combined Development Parcel sale to such tentative developer. If no notice is given within such 30-day period, then the Council shall be deemed to have waived its Council Contingency. Following the selection of the tentative developer, the tentative developer's proposed RFP Purchase Price (as the same may be negotiated by the Council and the HRA) cannot be modified, changed, or altered without the Council's approval.

7) Plat or Subdivision. Upon or shortly following the Council and HRA governing bodies' selection of a tentative developer for the Joint Redevelopment (the "**Tentative Developer**"), the Council shall work with the Tentative Developer to subdivide or re-plat the Council Property into the Council Development Parcel and the Council Transit Parcel. In the event that the Joint Redevelopment plan proposed by the Tentative Developer requires that the HRA Property be included in that replating process, then the HRA will join the replating process. In such event, and to the extent that the Tentative Developer is not required to share in the subdivision costs, the HRA shall reimburse the Council for the HRA's proportionate share (as determined using the formula stated in Section 4 above) of the out-of-pocket subdivision costs at the closing from the sale proceeds of the HRA Property.

8) Procurement of Developer. The Parties will jointly solicit development proposals for the Combined Development Parcel pursuant to a request for proposals process ("**RFP**") that will meet Council and FTA requirements for an open and competitive solicitation. The Council, in close consultation with the City and HRA, will lead the RFP process to locate potential developers for the Joint Redevelopment, which includes preparing, finalizing, and managing the RFP process. The Council will, in consultation with the HRA, advertise the RFP.

- a) Timeline. Promptly upon the execution of this Agreement, and periodically thereafter at regular intervals, the Parties shall prepare and update timelines that itemize each of its proposed steps and process points, together with corresponding commencement and completion times, for each of the Parties' actions under this Agreement and in connection with the RFP and sale process of the CSB. Such timelines will be in reasonably complete detail that is acceptable to the Parties.
- b) Draft. The RFP shall be subject to Council, City and HRA review, input, and approval prior to issuance. The RFP shall require a proposer to include a proposed purchase price range to be paid for the Combined Development Parcel ("**Purchase Price**"). The Council shall prepare the initial draft of the RFP and provide it to the City and HRA for a review period not to exceed 40 days. During such period the City or HRA will provide written comments to the Council approving or providing recommended revisions to the draft RFP. If the City or HRA do not deliver any comments within the 40-day period, then the RFP shall be deemed approved. Thereafter, the Council shall have 15 days to accept or modify such HRA or City comments by responding in writing to the HRA or City, as the case may be, and if no such timely response is made then the RFP shall be deemed final. If needed, ongoing comment and review periods of 15 days can be repeated as many times as necessary for the Parties to reach agreement on the RFP.
- c) Review Panel. The Parties shall establish a selection panel comprised of three (3) Council representatives and two (2) City or HRA representatives to review responses to the RFP, and to ultimately recommend the Tentative Developer to their respective governing bodies (the "**Panel**"). The Panel shall collectively evaluate the Purchase Price, qualifications and proposals of each proposer consistent with the criteria established in the RFP, the Parties' procurement policies and this Agreement. The Parties shall use reasonable efforts to seek full consensus on the selection of a short list of qualified developers and to a recommended finalist to proceed with development. The Parties reserve the right to reject all proposals. Any decisions or disputes on the Panel shall be settled by supermajority vote of at least four of the five members of the Panel, or 80%.
- d) Tentative Developer Access. After a Tentative Developer has been selected through the RFP process, the Council and HRA will make the Combined Development Parcel available for inspection and testing in a manner without material impact to continued transit operations on the site, consistent with the Council and HRA requirements, including a right of entry for the Council Development Parcel, and subject to appropriate proof of insurance.
- e) Application Fee / Development Bond. The Tentative Developer may be required to supply a non-refundable application fee to the HRA appropriate for the size of the proposed development that may be used to pay the costs the HRA and Council incur in preparing the Property for redevelopment. In connection with securing its performance under a development agreement with the HRA, the Tentative Developer may be required to provide a performance bond in a form and amount acceptable to the HRA.

9) Negotiations. The Parties will enter into negotiations with the Tentative Developer with respect to the Tentative Developer's development plan. The HRA, in consultation with the City and the Council, will lead the negotiation process. The HRA and the Council will participate in the negotiation process for agreements identified in Section 10 below. During the Council Contingency period, the Council may cancel the RFP solicitation if the negotiations with the Tentative Developer do not result in agreements that enable the Council to: a) fulfill its reimbursement obligations to the Green Line LRT Project federal, state, and county funders; or b) maintain continued, satisfactory control of the Council's Transit Parcel. Such cancellation does not constitute a breach of this Agreement and shall not subject the Council to any cost or penalty. The Parties will coordinate with one another to ensure an efficient development process for the Tentative Developer.

10) Other Agreements. In addition to a development agreement with the HRA, the City and the Council, the redevelopment of the Central Station Block may require that the HRA, the City, and the Council to enter into subsequent agreements with the Tentative Developer to effectuate the Joint Redevelopment. These agreements may include but are not limited to the following: construction coordination agreement, and an operations and maintenance agreement. All such agreements shall be subject to advance approval by the Council, the HRA, and the City. Each of the Parties agrees not to unreasonably withhold or delay its consent. At a minimum and without limitation, the agreements for redevelopment of the Combined Development Parcel may require the Tentative Developer to:

- a) Assume title and all operation and maintenance costs for the Vertical Access Tower;
- b) Assume title and all operation and maintenance costs for the CSB Skyway;
- c) Assume title and all maintenance costs for the Public Art;
- d) Release the Council from any claims related to current or future noise, vibration, and electromagnetic interference issues related to the Council's use of and transit operations upon the Council Transit Parcel and affecting the Combined Development Parcel and refrain from interfering with the safe and efficient use of the Council Transit Parcel, LRT operations and transit operations on the CSB;
- e) Execute an Operations and Maintenance Agreement governing the parties' respective obligations with respect to CSB (e.g., snow removal / notices re maintenance/repair, etc.);
- f) Develop the Combined Development Parcel in compliance with all applicable City and HRA legal requirements and consistent with the Downtown Station Area Plan (2010), Central Station Block Design Guidelines (2017), the Council's Transit Oriented Development Policy, and the Council's Regional Development Guide, as the same may be amended or updated;
- g) Afford the Council, the City and HRA adequate remedies upon default, including, without limitation, elective termination and step-in rights, rights of reversion of title to the Council

Property and the HRA Property, and financial security for the developer's performance obligations; and

h) Provide or maintain emergency egress for the CCV property.

11) Costs. Unless otherwise agreed to in writing by the Parties, each Party will be responsible for paying its own costs incurred in carrying out its responsibilities under this Agreement. Any additional costs to be collectively borne by the Joint Redevelopment must be approved in advance by each Party (and by its governing body) and, if so approved, will be paid in the same manner set forth in Section 4 above. Notwithstanding anything in this Agreement to the contrary, each Party shall be responsible for the payment of removing liens or other encumbrances that affect only its real property. In addition, the Council (not the City or the HRA) will be responsible for any costs or claims due to the CCV Property and of CCV's claims that affect the Combined Development Parcel. The Council hereby agrees that it will defend, indemnify, and hold harmless the City and HRA from and against any and all claims, demands, causes of action, liabilities, and costs (including reasonable attorneys' fees) that arise out of or are in any way related to the CCV Property or claims made against the Combined Development Parcel by the owner of the CCV Property. The foregoing indemnification will survive the termination or expiration of this Agreement.

12) Meeting. The Parties' representatives agree to meet on a regular basis (at least one time per month) to exchange information and to identify and resolve relevant issues. The Parties shall each operate in good faith and use diligent efforts to resolve other issues which may arise with respect to implementation of the Joint Redevelopment.

13) Sharing of Appraisal Data. Under Minnesota Statutes, section 13.44, the estimated or appraised values of individual parcels of real property made or commissioned by a governmental entity are confidential data on individuals or protected nonpublic data. Pursuant to Minn. Stat. section 13.05, subd. 9 the Parties find it necessary and reasonable, given the Parties' joint powers agreement for the Joint Redevelopment to share confidential and protected nonpublic estimated and appraised values of the various real property interests comprising the Combined Redevelopment Property to effectuate the purpose of this Agreement and the Parties agree to treat appraisal data as confidential and protected nonpublic data. The Council has hired an independent appraisal firm to conduct an appraisal and appraisal updates on the Central Station Block in connection with this proposed RFP process. The Council agrees that it will provide all of its appraisal data to the HRA and City for the Central Station Block.

14) Data Practices Act. The Parties acknowledge they are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("Act"), and agree that all data related to this Agreement is subject to the Act.

15) Governing Law and Venue. This Agreement is made under, and shall be construed according to, the laws of the State of Minnesota, and all legal claims or disputes between the Parties will be resolved in either federal or state court located in Ramsey County, State of Minnesota.

16) Termination and Remedies. This Agreement may be terminated in any one of the following manners:

- a) Termination for failure to agree. If the Parties, each acting reasonably and in good faith, fail to reach agreement on a material issue in a manner required by this Agreement or if the Council, despite using reasonable efforts, is unable to obtain the Hellervik Release, or any state, county or federal approvals required by this Agreement, then no breach of this Agreement shall exist but any Party may terminate this Agreement on 30 days' advance written notice given to the other Parties. Upon such a termination for failure to agree, each Party shall be responsible for its own obligations and costs incurred in connection with this Agreement or its ownership of its property in the CSB.
- b) Termination for breach. If any Party shall fail to observe or perform any material obligation or agreement herein (including but not limited to a failure to act reasonably), and the failure shall continue for a period of thirty (30) days after written notice of such failure from the other Party, then the failing Party shall be considered to be in default of this Agreement for the purposes of this termination right. Upon such default the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party, and the defaulting Party shall be responsible for reimbursing the non-defaulting Party for any reasonable and out-of-pocket damages incurred due to the default.
- c) Expiration. If this Agreement is not terminated as set forth above, this Agreement shall expire upon execution of a development agreement with a mutually agreed upon developer. In such event, the indemnifications made by the Council in this Agreement shall survive for a period of sixty (60) months.

17) Amendments. The terms of this Agreement may only be changed or modified by the execution and delivery of a written amendment agreement that is signed by the representatives of the Council, the HRA, and the City, as authorized by their respective governing bodies.

18) Authorized Representatives; Notices. The persons identified below (or other persons as designated in writing by the respective Parties) are the Parties' authorized representatives for the purposes of receiving notices under this Agreement. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any Party to any other shall be sufficiently given if it is personally delivered, or if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

To HRA: Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: HRA Executive Director

with copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn: HRA Attorney

To City: City of Saint Paul Planning & Economic Development Dept.
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: HRA Executive Director

with copy to: City Attorney's Office
400 City Hall
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn: PED Attorney

To Council: Metropolitan Council
Real Estate Office
390 Robert Street North
St. Paul, MN 55101
Attn: Real Estate Director

Metropolitan Council
Office of General Counsel
390 Robert Street North
St. Paul, MN 55101
Attn: General Counsel

19) Liability. Pursuant to Minn. Stat. section 471.59, Subd. 1a, none of the Parties shall be liable for the acts or omissions of the other Parties. Further, no Party waives any immunities or liability limitations conferred on it by any applicable state or federal law, including but not limited to the immunities or liability limitations conferred on the Parties by the Municipal Tort Claims Act, Minnesota Statutes chapter 466.

20) Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together constitute one and the same instrument. The Parties agree that the electronic signature of a Party to

this Agreement (including DocuSign, Adobe Sign, and other such formats) shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties agree that any document (including this Agreement) containing, or to which there is affixed, an electronic signature shall 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 then transmitted by any electronic means.

21) Authorization for this Agreement. The Parties are entering this Agreement through actions of their respective governing bodies. The Council authorized this Agreement at its regular meeting on May 24, 2023 (Business Item No. 2023-104). The HRA Board of Commissioners authorized this Agreement on August 23, 2023 under Board Resolution No. RES 23-1280. The City authorized execution of this Agreement at its City Council Meeting on August 23, 2023 (City Council Resolution No. RES 23-1269).

22) Additional Authorization or Approvals. The Parties acknowledge and agree that any final decisions regarding the uses and disposition of the Council Property and HRA Property will require further approval by the Parties’ respective governing bodies.

IN WITNESS WHEREOF, the Council, the HRA and the City have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date when this Agreement has been signed by all Parties’ duly authorized representatives.

[Signature pages follows. The remainder of this page has been left internationally blank.]

METROPOLITAN COUNCIL SIGNATURE PAGE

METROPOLITAN COUNCIL

By: *Philip Walljasper*
[Philip Walljasper \(Aug 22, 2023 4:18 CDT\)](#)

Its: Interim Regional Administrator


Date: Aug 22, 2023

**HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
SIGNATURE PAGE**

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE
CITY OF SAINT PAUL, MINNESOTA**

By: 
Chris Tolbert (Sep 6, 2023 17:42 CDT)
Chair or Commissioner
Date: _____, 2023

By: 
Nicolle Goodman (Sep 11, 2023 15:29 CDT)
Executive Director
Date: _____, 2023

By: 
Director, Office of Financial Services of the
City of Saint Paul
Date: September 6, 2023


Approved as to form:


Dan Gilchrist (Sep 8, 2023 12:16 CDT)
Assistant City Attorney

**CITY OF SAINT PAUL
SIGNATURE PAGE**

CITY OF SAINT PAUL,

By: *Nicolle Goodman*
Nicolle Goodman (Sep 11, 2023 15:29 CDT)
Its: Director of Planning and Economic
Development
Date: _____, 2023

By: 
Its: Director, Office of Financial Services
Date: September 6, 2023

By: *Jaime Rae Tincher*
Jaime Rae Tincher (Sep 18, 2023 11:17 CDT)
Its: Mayor or Designee
Date: _____, 2023

Approved as to form

Dan Gilchrist
Dan Gilchrist (Sep 6, 2023 12:16 CDT)
Assistant City Attorney

By: *Andrew Lodge*
Its: Director, Human Rights and Equal Economic
Opportunity
Date: September 6, 2023

EXHIBIT A

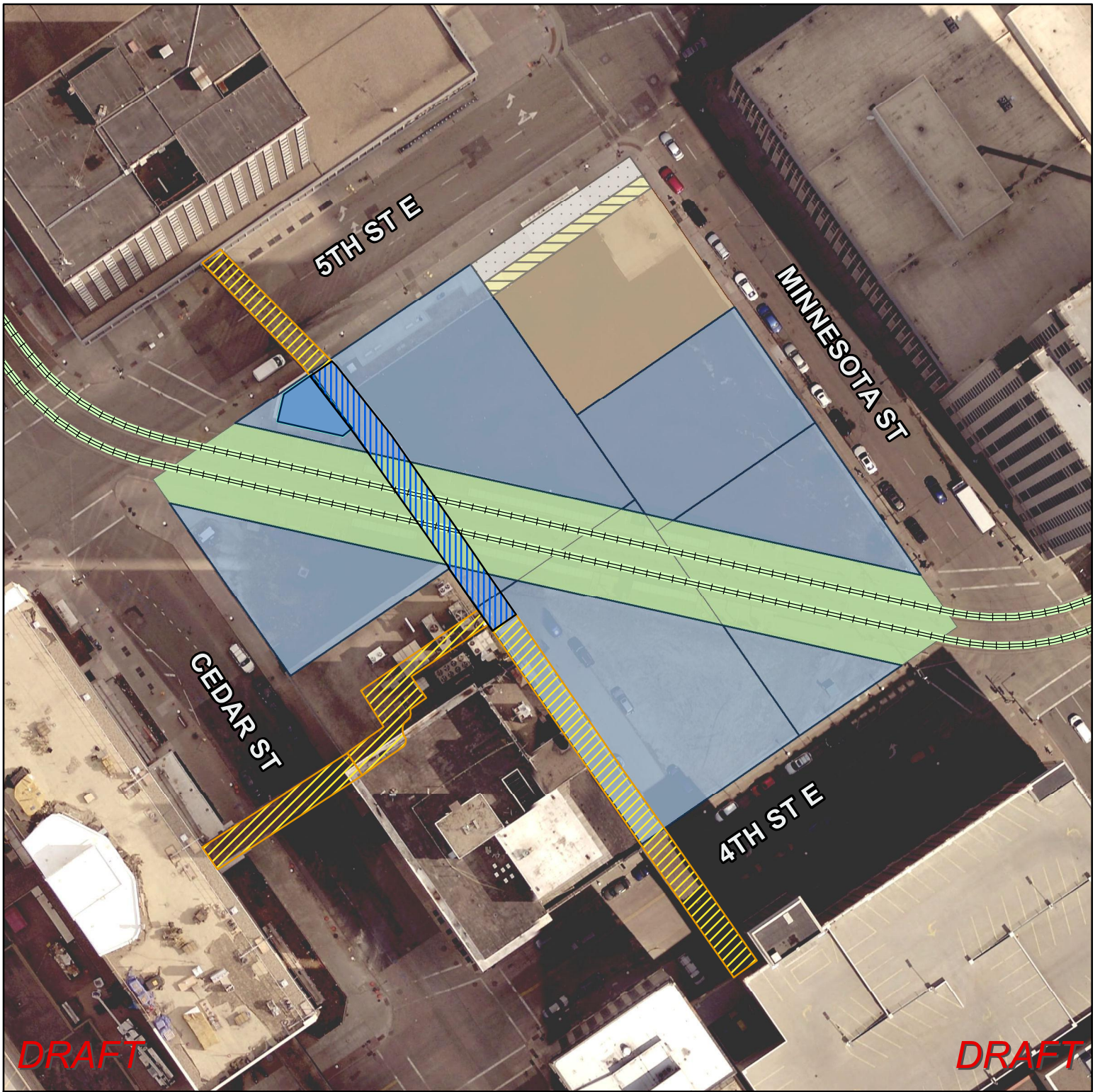


EXHIBIT A

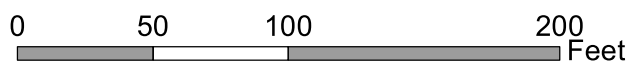
CENTRAL STATION BLOCK PROPERTY



- | | |
|-------------------------|-----------------------------|
| Met Council Property | Vertical Access Tower |
| Saint Paul HRA Property | Central Station Skyway |
| Station Footprint | Skyway - Others |
| | ROW Easement |
| | Bus Stop & Transit Easement |



NOTE: Alignment and area boundaries are estimated only.



TOD February 2023

EXHIBIT B

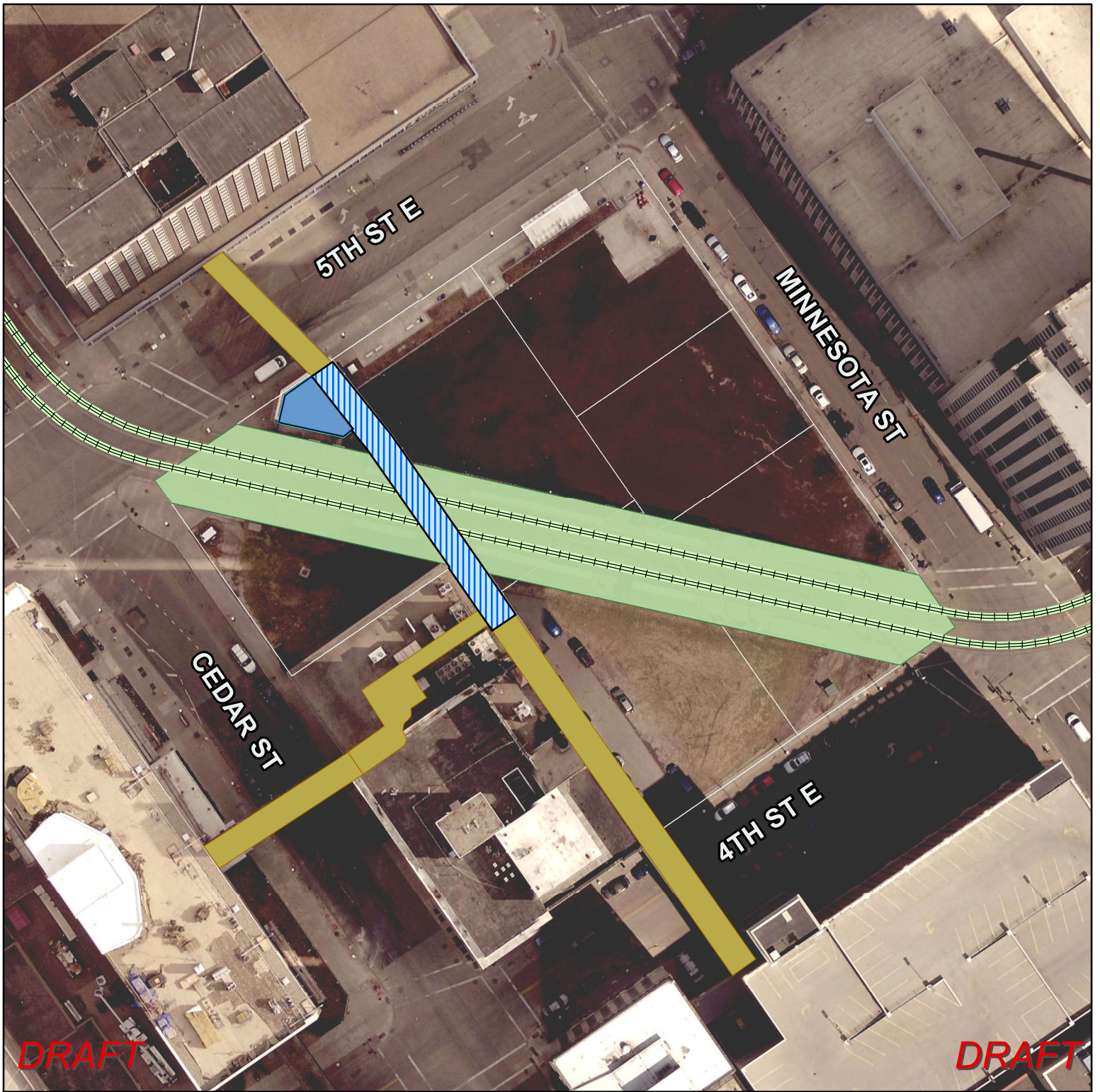


EXHIBIT B

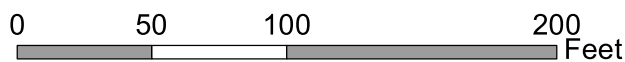
CENTRAL STATION BLOCK PROPERTY



- Vertical Access Tower
- Central Station Skyway
- Skyway - Others
- LRT Station Footprint



NOTE: Alignment and area boundaries are estimated only.



TOD March 2023