
(RESERVED FOR RECORDING DATA)

ACCESS EASEMENT AGREEMENT

This Easement Agreement is entered into between and among **SC OZ WATERFORD BAY, LLC**, a Florida limited liability company (“**Waterford Bay**”), to and in favor of **CITY OF SAINT PAUL**, a Minnesota municipal corporation (“**Saint Paul**”), as of the ____ day of _____, 2021.

Recitals

A. Waterford Bay is the owner of certain real property legally described on **Exhibit A**, attached hereto (the “**Land**”).

B. Saint Paul is or will be the owner of certain real property legally described on **Exhibit B**, attached hereto (the “**Benefitted Property**”);

C. As part of Waterford Bay’s request for a tax parcel division, Saint Paul has requested this easement agreement be executed and recorded for Saint Paul to maintain public access over certain portions of the Land for access to the Benefitted Property.

Now, therefore, the parties hereto agree as follows, for consideration of One Dollar (\$1.00) and other good and valuable consideration:

Agreement

1. **Grant of Access Easement.** Waterford Bay hereby grants to Saint Paul and their successors in title, the perpetual right and non-exclusive appurtenant easement to use the portion of the Land defined on **Exhibit D** as the “Easement Area” for the purpose of vehicular and pedestrian ingress and egress.

2. **Easement Area.** The portion of the Land affected by this grant is depicted on **Exhibit C**, attached hereto, and legally described on **Exhibit D**.

3. **Easement Use.** The parties hereto will take reasonable measures not to interfere with, disrupt or disturb any tenants or users of the Land. The easement holders under this Agreement may extend the right to use the easement granted herein to their agents, employees, tenants, subtenants, suppliers, contractors, invitees and other persons having contact with the activities being conducted on the Land. Use of the Easement Area by parties other than the parties hereto shall be in a manner consistent with the above-granted rights. All use of the Easement Area will be consistent with all applicable laws, regulations and ordinances.

4. **Indemnity.** Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents in all actions under this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof.

5. **Insurance.**

(a) **Liability Insurance.** Waterford Bay shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence. Saint Paul is self-insured for comprehensive general liability purposes pursuant to Minnesota Statutes Chapter 466.

6. **Maintain and Repair Improvements.** Waterford Bay, its successors and assigns, shall maintain and repair, at its sole cost and expense, the improvements in that portion of the Easement Area that it owns in fee in compliance with all applicable Federal, State and local requirements for use as described herein.

7. **Reservations.** Waterford Bay hereby reserves the right to temporarily close down access to and use of the Easement Area as may be reasonably necessary in connection with the construction, maintenance or repair of the Easement Area from time to time. Except in the case of an emergency, any such closure shall be initiated after at least five (5) business days advance written notice which indicates the dates for the start and termination of such closure.

8. **Counterparts.** 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.

9. **Binding Agreement.** The easements, covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


10. **Governing Laws.** This easement shall be governed by the laws of the State of Minnesota and shall be binding upon the parties hereto and their successors and assigns.

(Signature pages follow.)

IN WITNESS WHEREOF, the parties have caused this Access Easement Agreement to be executed this ___ day of _____, 2021.

SC OZ WATERFORD BAY, LLC, a Florida limited liability company

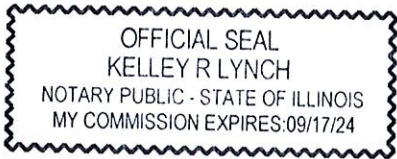
By: **STONELEIGH COMPANIES, LLC**
a Florida limited liability company,
its Duly Authorized Representative

By: 
Richard F. Cavenaugh, President

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Richard F. Cavenaugh known to me to be the President of Stoneleigh Companies, LLC, the duly authorized representative of **SC OZ WATERFORD BAY, LLC**, a Florida limited liability company, and acknowledged the execution of the foregoing for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 18th day of NOV., 2021.




Notary Public - Signature

KELLEY R LYNCH
Notary Public - Printed

My Commission Expires: 9/17/2024 My County of Residence: McHenry

Drafted by:

Firsel Ross LLC
10 Parkway Boulevard North, Suite 110
Deerfield, IL 60015
(847) 582-9900

(Signature page to Access Easement Agreement)

CITY OF SAINT PAUL, a Minnesota municipal corporation

Assistant City Attorney
Approved as to Form

By: _____
Its: Director of Financial Services

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared John McCarthy, known to me to be the Director of Financial Services for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public - Signature

Notary Public - Printed

My Commission Expires: _____ My County of Residence: _____

(First City Signature Page to Access Easement Agreement)

By: _____

Its: City Clerk

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared Shari Moore, known to me to be the City Clerk for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public - Signature

Notary Public - Printed

My Commission Expires: _____ My County of Residence: _____

By: _____

Its: Deputy Mayor

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared Jamie Tincher, known to me to be the Deputy Mayor for the **CITY OF SAINT PAUL**, a Minnesota municipal corporation, and acknowledged the execution of the foregoing for and on behalf of the municipal corporation.

Witness my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public - Signature

Notary Public - Printed

My Commission Expires: _____ My County of Residence: _____

(Second City Signature Page to Access Easement Agreement)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 1, Block 1 in the WATERFORD BAY ADDITION, according to the plat thereof recorded in Book 52 of Plats, Page 36 as Document No. 2673266, all in Ramsey County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY

Outlots A, C, and D of the WATERFORD BAY ADDITION, according to the plat thereof recorded in Book 52 of Plats, Page 36 as Document No. 2673266, all in Ramsey County, Minnesota.

EXHIBIT C

DEPICTION OF EASEMENT AREA

[See attached]

EXHIBIT D

LEGAL DESCRIPTION OF EASEMENT AREA

A 24.00 foot wide easement over, under, and across part of Lot 1, Block 1, and Outlot C, WATERFORD BAY ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota. The centerline of said easement is described as commencing at the most northerly corner of said Outlot C; thence South 64 degrees 25 minutes 49 seconds West, assumed bearing, along the northwesterly line of said Outlot C and its southwesterly extension, 173.84 feet; thence southwesterly 58.26 feet along the northwesterly line of said Lot 1 and its northeasterly extension, being a non-tangential curve concave to the northwest, having a radius of 2282.33 feet, a central angle of 1 degree 27 minutes 45 seconds and a chord that bears South 69 degrees 19 minutes 25 seconds West, to the point of beginning of the centerline to be described, hereinafter known as Point "A"; thence South 27 degrees 33 minutes 27 seconds East 126.28; thence South 27 degrees 37 minutes 31 seconds East 93.54 feet; thence southeasterly 36.85 feet along a tangential curve concave to the northeast, having a radius of 47.00 feet and a central angle of 44 degrees 55 minutes 27 seconds; thence South 72 degrees 32 minutes 57 seconds East, tangent to said curve, 240.95 feet to a point hereinafter known as Point "B"; thence continuing South 72 degrees 32 minutes 57 seconds East 38.38 feet to a point hereinafter known as Point "C"; thence South 27 degrees 45 minutes 45 seconds West 63.97 feet; thence southwesterly 123.63 feet along a tangential curve concave to the northwest, having a radius of 188.00 feet and a central angle of 37 degrees 40 minutes 41 seconds; thence South 65 degrees 26 minutes 25 seconds West, tangent to the last described curve, 281.91 feet to a point hereinafter known as Point "D", thence northwesterly 194.54 feet along a tangential curve concave to the northeast, having a radius of 128.00 feet and a central angle of 87 degrees 04 minutes 58 seconds; thence North 27 degrees 28 minutes 37 seconds West, tangent to the last described curve, 263.47 feet; to a point hereinafter known as Point "E"; thence continuing North 27 degrees 28 minutes 37 seconds West 109.83 feet to a point hereinafter known as Point "F" and said centerline there terminating.

Together with a 30.00 foot wide easement over, under, and across part of said Lot 1, and Outlot C. The centerline of said easement is described as beginning at above described Point "B"; thence North 47 degrees 41 minutes 02 seconds East 49.03 feet to the east line of said Outlot C and said centerline there terminating.

Together with an easement over, under, and across part of said Lot 1 which lies within the circumference of a circle having a radius of 32.00 feet. The center of said circle is a point North 81 degrees 39 minutes 30 seconds West 21.19 feet from above described Point "C".

Together with a 25.00 foot wide easement over, under, and across part of said Lot 1. The centerline of said easement is described as commencing at above described Point "D"; thence northwesterly 118.84 feet along a curve concave to the northeast, tangential to a line that bears North 65 degrees 26 minutes 25 seconds East from said Point "D", with a radius of 128.00 feet and a central angle of 53 degrees 11 minutes 49 seconds to the point of beginning; thence South 56 degrees 17 minutes 49 seconds East 104.88 feet to the south line of said Lot 1.

Together with a 20.00 foot wide easement over, under, and across part of said Lot 1. The centerline of said easement is described as beginning at above described Point "E"; thence South 62 degrees 31 minutes 23 seconds West 42.89 feet to the west line of said Lot 1.

Together with a 30.00 foot wide easement over, under, and across part of said Lot 1. The centerline of said easement is described as commencing at above described Point "F"; thence northerly 32.72 feet along a curve concave to the southeast, tangential to a line that bears North 27 degrees 28 minutes 37 seconds West from said Point "F", with a radius of 31.00 feet and a central angle of 60 degrees 29 minutes 01 second to the point of beginning; thence southwesterly 59.15 feet along a non-tangential curve concave to the south, having a radius of 166.14 feet, a central angle of 20 degrees 23 minutes 52 seconds and a chord bearing of South 62 degrees 15 minutes 25 seconds West, to said west line of Lot 1 and said centerline there terminating

Together with a 30.00 foot wide easement over, under, and across part of said Lot 1. The centerline of said easement is described as beginning at above described Point "F"; thence northeasterly 55.38 feet along a curve concave of the southeast, tangential to a line that bears North 27 degrees 28 minutes 37 seconds West from said Point "F", with a radius of 31.00 feet and a central angle of 102 degrees 21 minutes 47 seconds; thence North 74 degrees 53 minutes 10 seconds East 153.88 feet; thence northeasterly 46.59 feet along a tangential curve concave to the north with a radius of 214.50 feet and a central angle of 12 degrees 26 minutes 37 seconds; thence North 62 degrees 26 minutes 33 seconds East, tangent to last described curve, 126.20 feet to the intersection with a line that bears South 27 degrees 33 minutes 27 seconds East from above described Point "A" and said centerline there terminating.

Together with an easement over, under, and across those parts of said Lot 1, Outlot B, and said Outlot C, described as lying northwesterly of a line that is 30.00 feet southwesterly of and parallel with that part of said northwesterly line of Outlot C that bears South 64 degrees 25 minutes 49 seconds West and its southwesterly extension to the intersection with a line that bears South 27 degrees 33 minutes 27 seconds East from above described Point "A".