

**ENVIRONMENTAL RESPONSE FUND (ERF)
GRANT AGREEMENT**

This **GRANT AGREEMENT** (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the Ramsey County Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (“Authority”), and the City of Saint Paul, a Minnesota municipal corporation (“Grantee”).

RECITALS

1. Authority was created pursuant to Minnesota Statutes §§ 469.001 to 469.017, as amended, and was authorized to transact business and exercise its powers by a resolution of the Ramsey County Board of Commissioners (the “County”).
2. In 1997, the Minnesota Legislature enacted Minnesota Statutes § 383A.80 enabling Ramsey County to impose mortgage registry and deed taxes equal to .0001 percent of the value of transferred properties in Ramsey County to establish an environmental response fund. In December 2002, the County established the Environmental Response Fund Program (“Program”) and imposed these taxes for the express purpose of creating a fund to mitigate contamination through remediation activities and foster redevelopment.
3. The activities to be undertaken under the Program are all activities that Authority could undertake directly pursuant to Minnesota Statutes §§ 469.001 to 469.047.
4. Grantee seeks to invest in the reconstruction of the Fish Hatchery Trail in the City of Saint Paul, as defined in the Program description on file with Authority (the “Project”) which will result in 1) strengthening individual, family and community health, safety and well-being, 2) cultivating economic prosperity and investment in neighborhoods with concentrated financial poverty, and 3) enhancing access to opportunity and mobility for all residents and businesses in Ramsey County.
5. Grantee has submitted an application (“Application”), on file with Authority, to fund certain remediation activities in the Project Area as depicted in **Exhibit A** (“Project Area”) related to the Project as described in **Exhibit B** (“Project Activities”).
6. The Project Activities will occur in the City of Saint Paul, within the Project Area, in Ramsey County, Minnesota.
7. Authority has concluded that Grantee has the necessary expertise, skill, and ability to successfully complete the Project and that the Project is in the best interests of Authority and will positively contribute to meeting the goals of the Program.
8. Authority agrees to provide a Grant in the amount of Two Hundred Nineteen Thousand Seventy and no/100 Dollars (\$219,070.00) (“Funds”) to Grantee pursuant to the Program and Resolution No. H2024-004.

NOW THEREFORE, in order to induce Authority to make the Grant to Grantee consideration of the mutual covenants and agreement contained herein, Authority and Grantee agree as follows:

**ARTICLE 1
TERMS OF GRANT**

Section 1.01 Grant Amount. Authority agrees to provide this Grant to Grantee in an amount not to exceed Two Hundred Nineteen Thousand Seventy and no/100 Dollars (\$219,070.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds, and no portion of the Grant is to be repaid by Grantee to Authority unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with resolution of Grantee authorizing execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C.**

Section 1.03 Use of Funds. Grantee agrees to use the Funds solely for the purposes and activities described in the Project Activities. The Grant shall not be used for (a) costs in the Project Activities that are not labeled as Eligible Activities, or (b) administration expenses. Labor costs are only eligible to be covered if the labor is done by a third-party who has no financial interest in the Project or the premises where the Project is located, other than the value of such work. In awarding contracts pursuant to this Agreement, comply with all applicable requirements of local and state law for awarding contracts, including, but not limited to, procedures for competitive bidding, contractor’s bonds, and retained percentages. Where federal standards differ from local or state standards, the stricter standards will apply.

Section 1.04 Grant Term. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **July 16, 2025**, unless extended in writing by Authority (“End Date”).

Section 1.05 Disbursement of Funds.

- A. The Authority will disburse Funds in response to written reimbursement requests (“Reimbursement Requests”) submitted to Authority by Grantee upon a form provided by Authority and accompanied by copies of bills and invoices from third parties for which

Grantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to Grantee within thirty-five (35) days after receipt of each Reimbursement Request. The final request for disbursement must be submitted by July 16, 2025, unless extended in writing by Authority, or any unrequested funds will be lost.

B. The following are events and conditions precedent to the disbursement of the Funds for any Project Activity:

1. Grantee shall have executed and delivered to Authority on or prior to the date hereof, without expense to Authority, executed copies of this Agreement.
2. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion.
3. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the work for which funds are requested.

Section 1.06 Unused Funds. Upon the earlier of (a) the completion of the Project Activities; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority's sole discretion.

Section 1.07 Business Subsidy. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes, §§ 116J.993 to 116J.994, as amended, because the Grant is to a government entity.

Section 1.08 Prevailing Wage. The Project will conform with the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota including the Ramsey County Prevailing Wage Ordinance No. 2013-329 ("Ordinance"). The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the Project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. Failure to comply with these requirements may result in civil or criminal penalties.

ARTICLE 2 INSURANCE AND LIABILITY

Section 2.01 Insurance. Grantee is self-insured under the laws of the State of Minnesota and will provide Authority with a letter of self-insurance upon request.

Section 2.02 Liability.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.

Each party will be responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of the other party and the results thereof. Any liability of the Grantee or Authority will be governed by Minnesota Statutes Chapter 466 and other applicable law.

- B. Nothing in this Grant Agreement will constitute a waiver by Grantee or Authority of any statutory limits or exceptions on liability.

ARTICLE 3
GRANTEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.01 Grantee represents and warrants to Authority that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Grantee is a party.
- B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Grantee. The execution and delivery of this Agreement, and such other documents as are required by this Agreement, and the performance or observance of the terms of such documents have been duly authorized by all necessary action of Grantee.
- C. Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.
- D. There are no actions, suits, or proceedings pending or, to the best knowledge of Grantee, threatened against or affecting Grantee, or involving the validity or enforceability of this Agreement, or the priority of any lien of the same, at law or in equity; and Grantee is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority.
- E. The consummation of this transaction and performance of Grantee's obligations under this Agreement will not result in any breach of, or constitute a default under any mortgage,

deed of trust, lease, bank loan or credit agreement, corporate charter, by-law, or other instrument to which Grantee is a party or by which it may be bound or affected.

- F. All financial statements delivered to the County or Authority prior to and as part of this transaction are true and correct in all respects and fairly present the respective financial conditions of the subjects of such statements as of the respective dates of the same; no materially adverse change has occurred in the financial conditions reflected in those statements since the respective dates of such statements, and no additional borrowings have been made by Grantee since the date of such statements other than the borrowings previously approved in writing by the Authority.
- G. All federal, state, and other tax returns of Grantee required by law to be filed have been duly filed; and all federal, state, and other taxes, assessments, and governmental charges upon Grantee which to the knowledge of Grantee are due and payable have been paid.
- H. Grantee will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Projects.
- I. To the best of Grantee's knowledge, the Project will be free of hazardous substances upon completion of construction except for those hazardous substances that will remain in place pursuant to an approved Remedial Action Plan; and the Project is not subject to any "Super Fund" type liens or claims by governmental regulatory agencies or other third-parties arising from the release or threatened release of hazardous substances in, on or about the Project Area. Except as is reasonably necessary for the use of the property, and provided such use complies with all federal, state, and local statutes, codes, regulations and ordinances, Grantee also represents and warrants it has not used the Project Area in connection with the generation, disposal, storage, treatment, or transportation of hazardous substances and that the property will not be so used during the term of this Agreement by Grantee, its agents, tenants or assigns.

Section 3.02 Project Site Acknowledgements. Grantee represents and warrants that it shall acknowledge the assistance provided by Ramsey County in promotional materials, press releases, reports and publications relating to the Project Activities that are funded in whole or in part with the Funds.

Section 3.03 Negative Covenants. Grantee covenants and agrees that for so long as it is indebted to County, it will not:

- A. Use the Project Area or allow its assigns or tenants to use the property in connection with the generation, disposal, storage, treatment, or transportation of hazardous substances as defined by state and federal law, provided, however, that Grantee, its assigns or tenants may use, store and transport hazardous substances on, over or across the Project area as is reasonably necessary to the use of the property provided such use, storage and transportation complies at all times with all applicable federal, state and local statutes,

codes, regulations and ordinances.

- B. Without the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, sell, transfer, assign, convey, mortgage, pledge, grant a security interest in, or otherwise transfer or encumber all or any part of the Project Area or any interest in the property at any time that the property is subject to this Agreement. Any non-approved transfer, assignment or conveyance shall be void.
- C. Grantee's obligations under this Agreement, including Grantee's obligations to manage Remediation Activities for the entire Project Area, shall continue and remain in full force and effect, regardless of any sale, transfer, assignment, or conveyance of all or part of the Project Area through the full term of this Agreement.

Section 3.04 Anti-Displacement and Relocation. Grantee shall take all reasonable steps to minimize displacement of persons and businesses as necessary for implementation of the Project Activities. Grantee shall conduct all property acquisitions in its name, or in the name of another eligible organization acceptable to Authority, which shall hold title to all real property acquired. Grantee shall prepare all notices, appraisals, and documentation required in conducting acquisition under the latest applicable state or federal regulations, as applicable, and provide all relocation notices, counseling, and services. Grantee also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences or businesses. In the event that it is determined that any individual or business is entitled to relocation assistance as a result of acquisition, rehabilitation, demolition or conversion of property related to the Project Activities, Grantee will be solely responsible for all such expenses. In the event of litigation regarding entitlement to relocation expenses or other assistance, Grantee will be solely responsible for the cost of such litigation.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an "Event of Default" under this Agreement:

- A. Grantee uses any portion of the Grant proceeds for purposes other than specified in this Agreement.
- B. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, or any other Authority document.
- C. Any of the information, documentation, or representations that Grantee supplied to Authority in its Application, this Agreement, or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may

immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds' (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all expenses incurred by Authority in connection with the enforcement of this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 ACCOUNTING, AUDIT, AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents, and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01 Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.

Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words “Equal Opportunity Employer” in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), or any other basis now or hereafter prohibited by law, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers, and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Agreement are found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Saint Paul
Department of Parks and Recreation
400 City Hall Annex
Saint Paul, MN 55102

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding, and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 6.10 Data Practices. All data collected, created, received, maintained, or

disseminated for any purpose in the course of Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Final Report. Upon the expenditure of all funds covered by this Agreement, Grantee is required to submit a report to Authority describing the completed clean-up work and a financial summary of all sources and uses of funds for the Project Activities. Upon the date of issuance of a No Further Action Determination letter issued by the Minnesota Pollution Control Agency, Grantee is required to provide a final report with a detailed accounting of all expenses associated with the clean-up of the Project Area and addressing the outcomes, including but not limited to the following criteria intended to maximize public investment: a) a detailed list of all new jobs being created including position description and annual wage and benefit package (retained and/or relocated jobs should be listed separately and include the same information); b) a detailed accounting of expenses associated with acquisition, clean-up, construction and marketing of the site; c) a detailed description of Grantee's efforts made to ensure that buildings constructed or improved at this site are energy efficient and high performance.

Section 6.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.13 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.

D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting Grantee as the employee of Authority for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority.

[Signature pages to follow]

**SIGNATURE PAGE TO
RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND
GRANT AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:

CITY OF SAINT PAUL,
a Minnesota municipal corporation

By: _____
Its: _____

Date: _____

By: _____
Its: _____

Date: _____

By: _____
Its: _____

Date: _____

Approved as to Form:

By: _____
Its: _____

Date: _____

**SIGNATURE PAGE TO
RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND
GRANT AGREEMENT**

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Johanna Berg
Ramsey County Manager

Approval Recommended:

Community and Economic Development

Approved as to Form:

Assistant Ramsey County Attorney

EXHIBIT A

Project Area

Address: 85 Fish Hatchery Road

Permanent Easements - Section 4, T28N, R22W

TOGETHER with a 20.00 foot wide pedestrian trail easement over, under and across that part of the Northeast Quarter of Section 4, Township 28 North, Range 22 West, Ramsey County, Minnesota. The center line of said easement described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section 4; thence South 0 degrees 44 minutes 24 seconds East on the Ramsey County NAD83(86) System along the east line of said Northeast Quarter 1218.52 feet to the point of beginning of said center line to be described, said point hereinafter referred to as Point "A"; thence South 61 degrees 49 minutes 18 seconds West 44.43 feet; thence southwesterly 6.79 feet along a tangential curve concave northwesterly, having a radius of 100.00 feet and a central angle of 3 degrees 53 minutes 35 seconds; thence South 65 degrees 42 minutes 54 seconds West, tangent to the last described curve, 57.93 feet; thence southwest 13.25 feet along a tangential curve, concave southeasterly, having a radius of 200.00 feet and a central angle of 3 degrees 47 minutes 41 seconds; thence South 61 degrees 55 minutes 13 seconds West, tangent to the last described curve, 65.82 feet to a point hereinafter referred to as Point "B"; thence continue South 61 degrees 55 minutes 13 seconds West 25.72 feet to a point hereinafter referred to as Point "C"; thence continue South 61 degrees 55 minutes 13 seconds West 34.04 feet to a point hereinafter referred to as Point "D"; thence continue South 61 degrees 55 minutes 13 seconds West 4.94 feet to a point hereinafter referred to as Point "E"; thence westerly 4.15 feet along a tangential curve, concave northerly, having a radius of 100.00 feet and a central angle of 2 degrees 22 minutes 30 seconds to a point hereinafter referred to as Point "F"; thence continue westerly 31.39 feet along said curve, concave northerly, having a radius of 100.00 feet and a central angle of 17 degrees 59 minutes 04 seconds to a point hereinafter referred to as Point "G"; thence continue westerly 9.37 feet along said curve, concave northerly, having a radius of 100.00 feet and a central angle of 5 degrees 22 minutes 15 seconds to a point hereinafter referred to as Point "H"; thence continue westerly 5.50 feet along said curve, concave northerly, having a radius of 100.00 feet and a central angle of 3 degrees 09 minutes 13 seconds to a point hereinafter referred to as Point "M"; thence continue westerly 17.49 feet along said curve, concave northerly, having a radius of 100.00 feet and a central angle of 10 degrees 1 minute 24 seconds to a point hereinafter referred to as Point "I"; thence continue westerly 17.64 feet along said curve, concave northerly, having a radius of 100.00 feet and a central angle of 10 degrees 06 minutes 27 seconds to a point hereinafter referred to as Point "J"; thence continue northwesterly 13.85 feet along said curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 7 degrees 56 minutes 10 seconds to a point hereinafter referred to as Point "K"; thence continue northwesterly and northerly 86.74 feet along said curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 49 degrees 41 minutes 44 seconds; thence North 11 degrees 26 minutes 00 seconds West, tangent to the last described curve, 4.83 feet; thence northerly 32.23 feet on a tangential curve, concave easterly, having a radius of 100.00 feet and a central angle of 18 degrees 27 minutes 59 seconds to a point hereinafter referred to as Point "L"; thence continue northerly and northeasterly 48.30 feet on said curve, concave easterly, having a radius of 100.00 feet and a central angle of 27 degrees 40 minutes 25 seconds to the southeasterly right-of-way line of Warner Road as described in Document No. 2308466, thereof on file and of record in the County Recorder's office, Ramsey County, Minnesota and

there terminating. Said termination point being South 16 degrees 00 minutes 33 seconds West 1231.37 feet of the northeast corner of the Northeast Quarter of said Section 4.

The side lines of said easement shall be prolonged or shortened to intersect the east line of the Northeast Quarter of said Section 4 and said right-of-way line.

TOGETHER with a 20.00 foot wide pedestrian trail easement over, under and across that part of the Northeast Quarter of said Section 4. The center line of said easement described as follows:

Beginning at said Point "M"; thence southerly and southwesterly 55.70 feet along a non-tangential curve, concave westerly, having a radius of 150.00 feet, a central angle of 21 degrees 16 minutes 28 seconds, a chord bearing of South 15 degrees 15 minutes 43 seconds West and a chord distance of 55.38 feet; thence South 25 degrees 53 minutes 57 seconds West, tangent to the last described curve, 8.17 feet; thence southwesterly 24.22 feet on a tangential curve, concave northwesterly, having a radius of 100.00 feet and a central angle of 13 degrees 52 minutes 46 seconds; thence southerly and southeasterly 34.56 feet along a reverse curve, concave easterly, having a radius of 30.00 feet and a central angle of 66 degrees 00 minutes 25 seconds; thence South 26 degrees 13 minutes 42 seconds East, tangent to the last described curve, 7.53 feet and there terminating.

TOGETHER with a 23.00 foot wide drainage easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and southeasterly of said pedestrian trail easement centerline beginning at said Point "A" and ending at said Point "D".

Said drainage easement shall be shortened to intersect the east line of the Northeast Quarter of said Section 4.

TOGETHER with a 6.00 foot wide drainage easement over, under and across that part of the Northeast Quarter of said Section 4. The center line of said easement described as follows:

Commencing at said Point "B"; thence South 31 degrees 43 minutes 37 seconds East 23.05 feet to the point of beginning; thence continue South 31 degrees 43 minutes 37 seconds East 50.29 feet and there terminating.

The side lines of said easement shall be prolonged or shortened to intersect the southeasterly edge of the above 23.00 foot wide drainage easement.

TOGETHER with a 10.00 foot wide drainage easement over, under and across that part of the Northeast Quarter of said Section 4. The center line of said easement described as follows:

Commencing at said Point "F"; thence South 27 degrees 24 minutes 43 seconds East 12.00 feet to the point of beginning; thence North 27 degrees 24 minutes 43 seconds West 27.34 feet and there terminating.

TOGETHER with a 28.00 foot wide drainage easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and southerly of said pedestrian trail easement centerline beginning at said Point "G" and ending at said Point "J".

TOGETHER with a 21.50 foot wide drainage easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and northerly of said pedestrian trail easement centerline beginning at said Point "I" and ending at said Point "J".

Temporary Easements - Section 4, T28N, R22W

TOGETHER with a 28.00 foot wide temporary easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and southeasterly of said pedestrian trail easement centerline beginning at said Point "A" and ending at said Point "E".

Said temporary easement shall be shortened to intersect the east line of the Northeast Quarter of said Section 4.

TOGETHER with a 26.00 foot wide temporary easement over, under and across that part of the Northeast Quarter of said Section 4. The center line of said easement described as follows:

Commencing at said Point "B"; thence South 31 degrees 43 minutes 37 seconds East 23.05 feet to the point of beginning; thence continue South 31 degrees 43 minutes 37 seconds East 50.29 feet and there terminating.

The side lines of said easement shall be prolonged or shortened to intersect the southeasterly edge of the above 28.00 foot wide temporary easement.

TOGETHER with a 18.00 foot wide temporary easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and northwesterly and northerly of said pedestrian trail easement centerline beginning at said Point "C" and ending at said Point "H".

TOGETHER with a 32.00 foot wide temporary easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and northerly of said pedestrian trail easement centerline beginning at said Point "H" and ending at said Point "K".

TOGETHER with a 18.00 foot wide temporary easement over, under and across that part of the Northeast Quarter of said Section 4, adjacent to and northeasterly and easterly of said pedestrian trail easement centerline beginning at said Point "K" and ending at said Point "L".

TOGETHER with a temporary easement over, under and across that part of the Northeast Quarter of said Section 4 lying southeasterly, southerly, southwesterly, and westerly of said pedestrian trail easement centerline beginning at said Point "E" and ending at said Point "L" AND lying northwesterly, northerly, northeasterly and easterly of the following described line:

Beginning at said Point "E"; thence South 28 degrees 04 minutes 47 seconds East 28.00 feet; thence South 64 degrees 30 minutes 22 seconds West 24.65 feet; thence South 23 degrees 31 minutes 23 seconds East 27.95 feet; thence South 40 degrees 31 minutes 51 seconds West 27.45 feet; thence North 86 degrees 36 minutes 40 seconds West 41.22 feet; thence South 37 degrees 59 minutes 35 seconds West 33.08 feet; thence North 33 degrees 58 minutes 47 seconds West 17.53 feet; thence North 54 degrees 16 minutes 17 seconds West 51.47 feet; thence North 26 degrees 09 minutes 58 seconds West 32.95 feet; thence North 9 degrees 00 minutes 13 seconds West 103.66 feet; thence North 19 degrees

47 minutes 31 seconds West 36.81 feet; thence North 68 degrees 12 minutes 37 seconds East 5.16 feet; thence South 82 degrees 58 minutes 01 seconds East 20.15 feet to said Point "L" and there terminating.

Permanent Easements - Section 3, T28N, R22W

A 20.00 foot wide pedestrian trail easement over, under and across that part of the Northwest Quarter of Section 3, Township 28 North, Range 22 West, Ramsey County, Minnesota. The center line of said easement described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 44 minutes 24 seconds East on the Ramsey County NAD83(86) System along the west line of said Northwest Quarter 1218.52 feet to the point of beginning of said center line to be described, said point hereinafter referred to as Point "A"; thence North 61 degrees 49 minutes 18 seconds East 5.53 feet to a point hereinafter referred to as Point "B"; thence continue North 61 degrees 49 minutes 18 seconds East 14.24 feet to a point hereinafter referred to as Point "C"; thence northeasterly 79.01 feet along a tangential curve, concave northwesterly, having a radius of 300.00 feet and a central angle of 15 degrees 05 minutes 21 seconds; thence North 46 degrees 43 minutes 57 seconds East, tangent to the last described curve, 12.85 feet to a point hereinafter referred to as Point "D"; thence continue North 46 degrees 43 minutes 57 seconds East 3.68 feet to a point hereinafter referred to as Point "E"; thence continue North 46 degrees 43 minutes 57 seconds East 55.62 to a point hereinafter referred to as Point "F"; thence northeasterly 132.29 feet along a tangential curve, concave southeasterly, having a radius of 600.00 feet and a central angle of 12 degrees 37 minutes 59 seconds; thence North 59 degrees 21 minutes 56 seconds East, tangent to the last described curve, 80.69 feet to a point hereinafter referred to as Point "G"; thence continue North 59 degrees 21 minutes 56 seconds East 28.26 feet; thence northeasterly 5.44 feet along a tangential curve, concave northwesterly, having a radius of 100.00 feet and a central angle of 3 degrees 06 minutes 51 seconds to a point hereinafter referred to as Point "H"; thence North 56 degrees 15 minutes 05 seconds East, tangent to the last described curve, 14.91 feet; thence northeasterly 26.44 feet along a tangential curve, concave southeasterly, having a radius of 100.00 feet and a central angle of 15 degrees 09 minutes 05 seconds; thence North 71 degrees 24 minutes 10 seconds East, tangent to the last described curve, 47.60 feet; thence easterly 37.91 feet along a tangential curve, concave southerly, having a radius of 400.00 feet and a central angle of 5 degrees 25 minutes 48 seconds; thence North 76 degrees 49 minutes 58 seconds East, tangent to the last described curve, 41.09 feet; thence easterly 6.40 feet along a tangential curve, concave southerly, having a radius of 100.00 feet and a central angle of 3 degrees 40 minutes 08 seconds; thence North 80 degrees 30 minutes 07 seconds East, tangent to the last described curve, 29.00 feet; thence easterly 6.01 feet along a tangential curve, concave northerly, having a radius of 100.00 feet and a central angle of 3 degrees 26 minutes 46 seconds; thence North 77 degrees 03 minutes 21 seconds East, tangent to the last described curve, 40.61 feet; thence easterly 10.75 feet along a tangential curve, concave southerly, having a radius of 100.00 feet and a central angle of 6 degrees 09 minutes 33 seconds; thence North 83 degrees 12 minutes 54 seconds East, tangent to the last described curve, 39.80 feet; thence easterly 22.26 feet along a tangential curve, concave southerly, having a radius of 100.00 feet and a central angle of 12 degrees 45 minutes 22 seconds; thence South 84 degrees 01 minutes 44 seconds East, tangent to the last described curve, 62.34 feet to a point hereinafter referred to as Point "I" ; thence continue South 84 degrees 01 minutes 44 seconds East 53.73 feet; thence easterly 38.27 feet along a tangential curve, concave northerly, having a radius of 100.00 feet and a central angle of 21 degrees 55 minutes 38 seconds; thence North 74 degrees 02 minutes 38 seconds East, tangent to the last described curve, 38.63 feet to a point hereinafter referred to as Point "J"; thence easterly 15.88 feet along a tangential curve, concave southerly, having a radius of 100.00 feet and a central angle of 9

degrees 05 minutes 58 seconds ; thence North 83 degrees 08 minutes 36 seconds East, tangent to the last described curve, 8.55 feet to a point hereinafter referred to as Point "K"; thence North 85 degrees 15 minutes 18 seconds East 58.95 feet to a point hereinafter referred to as Point "L"; thence easterly 32.49 feet along a tangential curve, concave southerly, having a radius of 75.00 feet and a central angle of 24 degrees 49 minutes 04 seconds; thence South 69 degrees 55 minutes 37 seconds East, tangent to the last described curve, 9.46 feet to a point hereinafter referred to as Point "M"; thence southeasterly 61.37 feet along a tangential curve, concave southwesterly, having a radius of 200.00 feet and a central angle of 17 degrees 34 minutes 50 seconds; thence South 52 degrees 20 minutes 47 seconds East, tangent to the last described curve, 10.78 feet; thence southeasterly 15.71 feet along a tangential curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 9 degrees 00 minutes 12 seconds to a point hereinafter referred to as Point "N"; thence South 61 degrees 20 minutes 59 seconds East, tangent to the last described curve, 32.84 feet to a point hereinafter referred to as Point "O"; thence southeasterly 20.88 feet along a tangential curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 11 degrees 57 minutes 57 seconds; thence South 73 degrees 18 minutes 56 seconds East, tangent to the last described curve, 108.14 feet; thence easterly 7.83 feet along a tangential curve, concave northerly, having a radius of 100.00 feet and a central angle of 4 degrees 29 minutes 18 seconds; thence South 77 degrees 48 minutes 14 seconds East, tangent to the last described curve, 80.75 feet; thence easterly 7.48 feet along a tangential curve, concave northerly, having a radius of 100.00 feet and a central angle of 4 degrees 17 minutes 16 seconds; thence South 82 degrees 05 minutes 30 seconds East, tangent to the last described curve, 54.90 feet; thence easterly 27.66 feet along a tangential curve, concave southerly, having a radius of 100.00 feet and a central angle of 15 degrees 50 minutes 50 seconds to a point hereinafter referred to as Point "P"; thence continue easterly 7.84 feet along said curve, concave southerly, having a radius of 100.00 feet and a central angle of 4 degrees 29 minutes 40 second; thence southeasterly 30.43 feet along a compound curve, concave southwesterly, having a radius of 551.22 feet and a central angle of 3 degrees 09 minutes 46 seconds to a point hereinafter referred to as Point "Q"; thence continue southeasterly 24.89 feet along said compound curve, concave southwesterly, having a radius of 551.22 feet and a central angle of 2 degrees 35 minutes 14 seconds; thence southeasterly 47.20 feet along a compound curve, concave southwesterly, having a radius of 75.00 feet and a central angle of 36 degrees 03 minutes 16 seconds; thence South 19 degrees 56 minutes 44 seconds East, tangent to the last described curve, 36.64 feet; thence southeasterly 74.78 feet along a tangential curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 42 degrees 50 minutes 49 seconds to a point hereinafter referred to as Point "R"; thence continue southeasterly 17.41 feet along said curve, concave northeasterly, having a radius of 100.00 feet and a central angle of 9 degrees 58 minutes 33 seconds; thence South 72 degrees 46 minutes 05 seconds East, tangent to the last described curve, 30.02 feet to a point hereinafter referred to as Point "S"; thence southeasterly 25.29 feet along a tangential curve, concave southwesterly, having a radius of 100.00 feet and a central angle of 14 degrees 29 minutes 28 seconds; thence South 58 degrees 16 minutes 36 seconds East, tangent to the last described curve, 53.69 feet to a point hereinafter referred to as Point "T"; thence continue South 58 degrees 16 minutes 36 seconds East 82.29 feet; thence southeasterly 78.72 feet along a tangential curve, concave southwesterly, having a radius of 400.00 feet and a central angle of 11 degrees 16 minutes 35 seconds; thence South 47 degree 00 minutes 01 seconds East, tangent to the last described curve, 31.29 feet to a point hereinafter referred to as Point "U"; thence continue South 47 degree 00 minutes 01 seconds East 12.10 feet to a point hereinafter referred to as Point "V"; thence continue South 47 degree 00 minutes 01 seconds East 24.03 feet to the most northerly east line of the Minnesota DNR Fish Hatchery parcel in the East Half of the Northwest Quarter of said Section 3 and there terminating. Said termination point being South 52 degrees 50 minutes 04 seconds East 2281.93 feet of the northwest corner of the Northwest Quarter of said Section 3.

EXCEPT That portion of said easement that lies north of the Minnesota DNR Fish Hatchery parcel between said Point "K" and said Point "M".

The side lines of said easement shall be prolonged or shortened to intersect the west line of the Northwest Quarter of said Section 3 and the most northerly east line of the Minnesota DNR Fish Hatchery parcel in the East Half of the Northwest Quarter of said Section 3.

TOGETHER with a 23.00 foot wide drainage easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southeasterly of said pedestrian trail easement centerline beginning at said Point "A" and ending at said Point "B".

Said drainage easement shall be prolonged to the southwest to intersect the east line of said Northwest Quarter.

TOGETHER with a 10.00 foot wide drainage easement over, under and across that part of the Northwest Quarter of said Section 3. The center line of said easement described as follows:

Beginning at said Point "E"; thence South 15 degrees 50 minutes 18 seconds East a distance of 29.93 feet and there terminating.

Said drainage easement shall be prolonged or shortened to intersect with the center line of said pedestrian trail easement.

TOGETHER with a drainage easement over, under and across that part of the Northwest Quarter of said Section 3 described as follows:

Beginning at said Point "E"; thence North 43 degrees 16 minutes 03 seconds West 40.00 feet; thence North 46 degrees 43 minutes 57 seconds East 8.99 feet; thence North 55 degrees 35 minutes 30 seconds East 85.23 feet; thence South 39 degrees 46 minutes 14 seconds East 28.00 feet to the center line of said pedestrian trail easement; thence southwesterly along said center line 35.90 feet on a nontangential curve, concave southeasterly, having a radius of 600.00 feet, a central angle of 3 degrees 25 minutes 42 seconds, a chord bearing of South 48 degrees 26 minutes 48 seconds West and a chord distance of 35.90 feet; thence South 46 degrees 43 minutes 57 seconds West along said center line 55.62 feet to the point of beginning.

TOGETHER with a 10.00 foot wide drainage easement over, under and across that part of the Northwest Quarter of said Section 3. The center line of said drainage easement described as follows:

Commencing at said Point "U"; thence North 75 degrees 16 minutes 21 seconds East a distance of 18.53 feet to the point of beginning of said drainage easement center line; thence South 75 degrees 16 minutes 21 seconds West 40.21 feet and there terminating.

Temporary Easements - Section 3, T28N, R22W

TOGETHER with a 28.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southeasterly of said pedestrian trail easement center line beginning at said Point "A" and ending at said Point "C".

Said temporary easement shall be prolonged to the southwest to intersect the east line of said Northwest Quarter.

TOGETHER with a temporary easement over, under and across that part of the Northwest Quarter of said Section 3 described as follows:

Beginning at said Point "D"; thence North 43 degrees 16 minutes 03 seconds West 43.00 feet; thence North 46 degrees 43 minutes 57 seconds East 26.36 feet; thence North 55 degrees 35 minutes 30 seconds East 80.11 feet; thence South 39 degrees 46 minutes 14 seconds East 32.35 feet to the center line of said pedestrian trail easement; thence southwesterly along said center line 43.88 feet on a nontangential curve, concave southeasterly, having a radius of 600.00 feet, a central angle of 4 degrees 11 minutes 25 seconds, a chord bearing of South 48 degrees 49 minutes 40 seconds West and a chord distance of 43.87 feet; thence South 46 degrees 43 minutes 57 seconds West along said center line 59.30 feet to the point of beginning.

TOGETHER with a 15.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southeasterly of said pedestrian trail easement center line beginning at said Point "F" and ending at said Point "H".

TOGETHER with a 18.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northwesterly and northerly of said pedestrian trail easement center line beginning at said Point "G" and ending at said Point "I".

TOGETHER with a 33.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northerly of said pedestrian trail easement center line beginning at said Point "I" and ending at said Point "J".

EXCEPT That portion of said temporary easement that lies north of the Minnesota DNR Fish Hatchery parcel between said Point "I" and said Point "J".

TOGETHER with a 16.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southerly of said pedestrian trail easement center line beginning at said Point "I" and ending at said Point "J".

TOGETHER with a 22.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southerly of said pedestrian trail easement center line beginning at said Point "K" and ending at said Point "M".

TOGETHER with a 23.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northerly and northeasterly of said pedestrian trail easement center line beginning at said Point "L" and ending at said Point "O".

EXCEPT That portion of said temporary easement that lies north of the Minnesota DNR Fish Hatchery parcel between said Point "L" and said Point "M".

TOGETHER with a 18.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southwesterly, southerly and southwesterly of said pedestrian trail easement center line beginning at said Point "N" and ending at said Point "Q".

TOGETHER with a 18.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northeasterly of said pedestrian trail easement center line beginning at said Point "P" and ending at said Point "Q".

TOGETHER with a 15.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and southerly and southwesterly of said pedestrian trail easement center line beginning at said Point "R" and ending at said center line termination point.

Said temporary easement shall be prolonged to intersect with the most northerly east line of the Minnesota DNR Fish Hatchery parcel in the East Half of the Northwest Quarter of said Section 3.

TOGETHER with a 13.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northeasterly of said pedestrian trail easement center line beginning at said Point "S" and ending at said Point "T".

TOGETHER with a 15.00 foot wide temporary easement over, under and across that part of the Northwest Quarter of said Section 3, adjacent to and northeasterly of said pedestrian trail easement center line beginning at said Point "V" and ending at said center line termination point.

Said temporary easement shall be shortened to intersect with the most northerly east line of the Minnesota DNR Fish Hatchery parcel in the East Half of the Northwest Quarter of said Section 3.

EXHIBIT B

Project Activities

Eligible Activities:

Paying the costs associated with remediating lands or property which are polluted or contaminated with hazardous substances.

EXHIBIT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Saint Paul (“Grantee”), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it (“Agreement”) between the Ramsey County Housing and Redevelopment Authority (“Authority”) and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

CITY OF SAINT PAUL

By: _____
Its: _____