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Deputy 501

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<i>Document Total</i>	\$68.00

Existing Certs
631973, 631975

22

Special Assessment Agreement, Petition, and Waiver
(Ford Site)

This Special Assessment Agreement, Petition, and Waiver (this "Agreement") is entered into as of December 18, 2019 (the "Effective Date") by and among the CITY OF SAINT PAUL, MINNESOTA (the "City"), PROJECT PAUL, LLC, a Delaware limited liability company, its successors and/or assigns ("Developer"), and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company, its successors and/or assigns ("Weidner").

Recitals:

A. Developer and Weidner are the current owners of all the Lots (defined herein) within that certain real property containing approximately 122 acres and commonly known as the Ford Redevelopment Site located at 966 Mississippi River Boulevard, Saint Paul, Ramsey County, Minnesota (the "Property"), which such Property consists of, and is currently subdivided into, platted Lots. Developer is the current fee owner of the Lots listed on Exhibit A and referred to herein as the "Developer Lots". Weidner is the current fee owner of the Lots listed on Exhibit A and referred to herein as the "Weidner Lots".

B. The City, Developer, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Authority") are parties to that certain Redevelopment Agreement dated December __, 2019 (the "Redevelopment Agreement"), which contemplates that Developer will improve the Property with certain public roads, street improvements, water, sanitary and stormwater facilities, and other public utility and infrastructure improvements to be acquired by the City in accordance with the terms and conditions of the Redevelopment Agreement (collectively and as further defined in the Redevelopment Agreement, the "Public Infrastructure").

C. The City, Developer, and Weidner desire that a portion of the Public Infrastructure, such portion being defined and referred to herein as the "429 Improvement Project", be financed by the imposition of special assessments ("Special Assessments") on the Developer Lots and Weidner Lots in accordance with Minnesota Statutes Chapter 429 ("Chapter 429"), Chapters 13 and 14 of the City Charter and this Agreement.

D. The 429 Improvement Project is generally described in the concept plans and specifications depicted on the attached Exhibit B (the "Current Plans"), which Current Plans will be further developed into final Infrastructure Plans for the 429 Improvement Project in accordance with the Site Improvement Performance Agreement.

E. The estimated cost of the 429 Improvement Project is **\$11,800,000** (the "Cost Estimate"), as such Cost Estimate is detailed in the attached Exhibit C. The City and Developer desire that a portion of

the cost of the 429 Improvement Project in the amount of **\$9,139,343** be financed by the imposition of Special Assessments on the Developer Lots and Weidner Lots in accordance with Chapter 429 and this Agreement.

F. In connection with Developer's design, construction and installation of the Public Infrastructure to be acquired by the City, the Authority and City have agreed to provide certain forms of public assistance in accordance with the terms and conditions of the Redevelopment Agreement, including, without limitation, issuance of one or more series of general obligation improvement bonds, in accordance with Chapter 429 ("429 Assessment Bonds"), such that proceeds of such 429 Assessment Bonds will be available to be used to finance the 429 Improvement Project in accordance with the Redevelopment Agreement.

G. The City is willing to consider issuing the 429 Assessment Bonds following satisfaction of all conditions precedent thereto in accordance with Chapter 429 and Chapters 13 and 14 of the City Charter provided that Developer and Weidner enter into this Agreement, the Developer Lots and Weidner Lots are burdened by this Agreement, and each successor Owner is bound by its terms to ensure that the City will have valid and collectable Special Assessments as it relates to the Developer Lots and the Weidner Lots to repay the 429 Assessment Bonds.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

Article 1.

Recitals; Exhibits; Definitions

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution, or thereafter attached or thereafter amended by mutual written agreement, are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

"429 Improvement Project" means the following components of the Public Infrastructure:

(i) Cretin Avenue – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(ii) Mount Curve Boulevard – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iii) Montreal Avenue – Existing Cleveland Avenue West to Existing Mississippi River Blvd. Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iv) Bohland Avenue – Existing Mississippi River Blvd. East to Proposed Ranger Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(v) Woodlawn Avenue – Proposed Gateway Park to Proposed Village Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vi) Village Way – Existing Mississippi River Boulevard East to Mount Curve Boulevard Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vii) Beechwood Avenue – Existing Mississippi River Boulevard East to Proposed Falls Passage West Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(viii) Beechwood Avenue – Proposed Falls Passage East, East to Cretin Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer.

(ix) Falls Passage West – Proposed Bohland Avenue South to Proposed Montreal Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including unreinforced concrete, street lights, and all appropriate street signage and striping.

“Developer Lots” has the meaning set forth in Recital A.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Legal Requirements” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master

Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“Lot” means a privately-owned parcel of real property within the boundary of the Property and established according to the Plat or pursuant to any further subdivision of said Lots which creates a separate tax parcel with a separate legal description. For purposes of this Agreement, the term “Lot” also includes each structure and improvement thereon. For avoidance of doubt, the term “Lot” includes each Developer Lot and each Weidner Lot set forth on Exhibit A, but excludes any Association Lot and any Lot or other property within the boundary of the Property that is owned in fee by the state of Minnesota, the City, the Authority, or other governmental unit or public body, including any public right of way, public park, or public trail.

“Infrastructure Plans” means those certain engineered drawings, plans, and specifications for the Public Infrastructure (including the 429 Improvement Project) to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Owner” means the Person who is the fee simple owner of any Lot, which shall be conclusively determined as being the record fee simple owner as listed in the Recording Office, as the case may be, except and unless (i) a common interest community is established on any Lot(s) in which case the association that is incorporated pursuant to Section 515B.3-101 of the CIC Act to administer the common interest community shall, for purposes of this Agreement, be deemed to be the Owner of such Lot(s), and the owners of individual units in the common interest community shall not, for purposes of this Agreement, be deemed an Owner; and (ii) if a Contract or a Land Lease (as such terms are defined below) are recorded against title to a Lot. If a Contract is recorded against title to a Lot and so long as said Contract remains in full force and effect of record, then the vendee under said Contract shall, for purposes of this Agreement, be deemed to be the “Owner” of the Lot subject to the Contract in lieu of said fee simple owner (except for purposes of amending or modifying this Agreement, in which case both the fee simple owner and the vendee shall be deemed the “Owner”). If a Land Lease is recorded against title to a Lot and so long as said Land Lease remains in full force and effect of record, then both the fee owner and the lessee under the Land Lease shall be deemed to be the “Owner” of the Lot subject to the Land Lease. In the event of both subsection (i) and subsection (ii) apply, then subsection (i) shall control. If any of the Lots has or is deemed to have as its Owner more than one person and/or entity, then for all purposes of this Agreement, said joint or common owners shall act as and be deemed to be one. For purposes of this section a “Contract” means contract for deed or installment land sales contract and “Land Lease” means only a lease which covers all of one or more of the Lots having an initial term plus renewal rights collectively of not less than 20 years; and permitting the lessee to construct buildings and/or other improvements upon the leased property.

“Person” means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

“Plat” means that certain plat of record in the Recording Office and known as the Ford subdivision and attached as Exhibit B to the Redevelopment Agreement.

“Property” has the meaning set forth in Recital A.

“Public ROW” means the publicly dedicated rights-of-way includes all improvements and infrastructure within the allocated rights-of-way, including roads, street striping and marking, traffic calming devices, curb and gutter, boulevards, sidewalks, trails, traffic signals and control systems, street lighting, traffic and street/trail signage, street furniture, and trees and landscaping, each to the extent identified, depicted, and specified in the Plat and applicable Infrastructure Plans.

“Recording Office” means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot or Block being addressed.

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with this Agreement containing the City’s engineering requirements for the Public Infrastructure other improvements, and the process for the City’s review and approval of the Infrastructure Plans.

“Site Utilities” means improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

“Weidner” has the meaning set forth in the introductory paragraph of this Agreement.

“Weidner Lots” has the meaning set forth in Recital A.

“Weidner Joinder” has the meaning set forth in Section 4.2.

Article 2.

Petition, Consent, and Waiver

2.1 Petition. As the Owners of the Developer Lots and Weidner Lots, respectively, Developer and Weidner hereby petition the City, pursuant to Chapter 429, to cause the Assessment Amount to be specially assessed against the Lots in accordance with this Agreement. In accordance with Section 429.031, subdivision 3 of Chapter 429, the City acknowledges that Developer is contracting for the construction of the 429 Improvement Project and the City has reviewed and approved the Current Plans (and will approve the applicable final Infrastructure Plans in accordance with the Site Improvement Performance Agreement) and the Cost Estimate attached to this petition as Exhibits B and Exhibit C, respectively. The construction cost financed under Section 429.091 shall not exceed the amount of the Cost Estimate set forth on Exhibit C. Developer and Weidner hereby acknowledge and agree that neither party may request abandonment of completion of the improvement at any time. Accordingly, the City hereby approves the foregoing petition for Special Assessments.

2.2 Consent. Developer and Weidner hereby consent to the imposition of the Special Assessments, in accordance with Section 429.061 of Chapter 429, to be levied against the Developer Lots and Weidner Lots equal to the Assessment Amount in accordance with this Agreement. Developer and Weidner expressly approves the Special Assessments and agree that the dollar value of the benefit accruing to each of the Developer Lots and Weidner Lots from the 429 Improvement Project equals or exceeds the amount of the Special Assessment allocated to each such Lot in accordance with this Agreement.

2.3 Waiver. Developer and Weidner understand that each party is entitled to a public hearing to consider the 429 Improvement Project, and a public hearing to confirm the assessment rate, pursuant to Chapter 429. Developer and Weidner hereby waive such hearings and appeal rights, and also hereby waive any and all other procedural and substantive objections to the Special Assessments, whether provided by

Chapter 429, City ordinances, City charter, or any other statute, ordinance or law, including but not limited to: (a) notice and public hearing requirements; (b) claims that any Lot or any part thereof does not receive a benefit from the Public Improvements equal to or greater than the dollar amount of the Special Assessments allocated to such Lot; (b) claims that the Special Assessments are not uniform upon the same classes of property; and (d) any rights to an appeal from the Special Assessments, or any other appeal rights available under Chapter 429, City ordinances, City charter, or any other statute, ordinance or law. Notwithstanding the foregoing, Developer's and Weidner's respective waivers contained herein shall not extend to any assessments levied in excess of the actual costs of the 429 Improvement Project set forth in the Current Plans and subsequent Infrastructure Plans.

2.4 Payment of 429 Improvement Project Costs. Developer and Weidner acknowledge and agree that the costs of the 429 Improvement Project shall be paid solely in accordance with Article 3 of the Redevelopment Agreement from amounts disbursed in accordance with the Disbursing Agreement and that neither the City nor the Authority shall have any obligation to pay any costs of the 429 Improvement Project except as provided therein.

Article 3.

Allocation of Assessment Amount; Assessment Dates; Term; Payment

3.1 Allocation of Assessment Amount. The portion of the Assessment Amount to be allocated to, and specially assessed against, each Lot (each a "Lot Assessment") shall be the amount specified and set forth for each Lot in the assessment roll attached as Exhibit D, as adjusted in the final assessment roll in accordance with Section 3.2 hereof. For purposes of clarity, the sum of all Lot Assessments equals the Assessment Amount.

3.2 Assessment Date; Term; Payments; Interest. The Special Assessments levied against the Developer Lots and Weidner Lots in the amount of **\$9,139,343** plus costs in accordance with City Administrative Code Section 64.04 in an amount not to exceed **\$285,000** (collectively, the "Assessment Amount"), with interest thereon in accordance with City Administrative Code Section 64.04, shall be payable over a 10-year period commencing in 2022 in accordance with the final assessment schedule filed with the County; provided, however that the Special Assessments and interest due thereon may be prepaid in accordance with Section 429.061, Subd. 3 of Chapter 429. The first installment of the principal of and interest on the Assessment Amount shall be included in the tax rolls commencing in 2022. Notwithstanding anything to the contrary in Minn. Stat. Chapter 273 or any other provision authorizing a deferral of the Special Assessments, the Developer and Weidner (or their respective successors or assigns) agree to pay the amounts provided herein when due as provided herein.

3.3 Prepayment. Any Special Assessment may be paid in full at any time without penalty in accordance with Section 429.061 of Chapter 429. No transfer or Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full or in part in excess of any installments thereof then due and payable.

Article 4.

Recording.

4.1 Recording. Promptly following the Effective Date, Developer shall cause this Agreement to be recorded in the office of the Recording Office against all of the Developer Lots and Weidner Lots, and shall pay all costs of such recording. Any modification or amendment of this Agreement shall, promptly upon the execution thereof, be recorded by the Owner(s) of the affected Lots in the Recording Office against all affected Lots at the sole expense of the Owners(s) thereof. Developer shall promptly deliver to the City

a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

Article 5.
Future Modifications.

5.1 Further Subdivisions.

(a) Reallocation of Special Assessments by Land Area. The parties to this Agreement acknowledge and agree that certain Lots may, from time to time, be re-platted, further subdivided and/or be subject to lot line adjustments (each a “Subdivision”). In such an event, the Lot Assessment for the Lot(s) affected by such Subdivision shall be reallocated among all the resulting Lots existing and/or created by the Subdivision within the boundary of original subdivided Lot, such that the Lot Assessment allocated to the original subdivided Lot is not reduced but is instead reallocated among the new Lots. The Lot Assessment for each resulting Lot which forms a part of the Subdivision shall be an amount equal to the product of: (i) each new Lot’s *pro rata* share (expressed as a percentage) of the total square feet of land area within the original Lot, multiplied by (ii) the Lot Assessment of the original Lot subject to the Subdivision.

For purposes of illustration, below is a hypothetical example of the methodology and calculations described above for the Subdivision of one Lot into three separate Lots based on square feet of land (i.e., $Y \times Z =$ reallocated share of original Lot Assessment):

			Reallocated Share of Original Minim Lot Value
<u>Original Lot Assessment</u>	<u>Square feet of land within each new Lot</u>	<u>Lot pro rata share</u>	<u>pro rata share x original Lot Assessment</u>
\$1,000,000	10,000 sq. ft.	23.26%	\$232,600
	25,000 sq. ft.	58.14%	\$581,400
	8,000 sq. ft.	18.60%	\$186,000
TOTALS	43,000	100%	\$1,000,000

(b) Alternative Reallocations. Notwithstanding the foregoing, nothing in this Agreement will restrict the applicable Owner(s) from requesting a different method of allocation of the Lot Assessments among the new Lots which takes into account the use, useable floor area, and other characteristics of the actual elements of Vertical Development to be constructed on the resulting Lots (e.g., the creation of a common interest community); provided, however, that any such alternative reallocation will require the City’s consent and the City’s determination, in accordance with Section 429.071, subd. 3 that such apportionment will not materially impair the City’s ability to collect the Special Assessments. For purposes of clarity, no such Subdivision and reallocation may cause a reduction in the aggregate Lot Assessment of the original subdivided Lot.

(c) Pre-Payment Not Required. No Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full.

(d) Waiver. Developer and Weidner, on behalf of themselves and future Owners hereby waive any and all rights to mailing or service of notice and rights to appeal under Section 429.071, subd. 3 in connection with any reapportionment of the Special Assessments hereunder.

Article 6.
Miscellaneous Provisions.

6.1 Relation to Redevelopment Agreement. The covenants and agreements made by Developer and Weidner in this Agreement are separate from and in addition to the covenants and agreements made by Developer or Weidner in the Redevelopment Agreement and nothing contained herein shall in any way alter, diminish, or supersede the duties and obligations of Developer or Weidner under the Redevelopment Agreement or under an assignment and assumption of any such obligations as a Secondary Developer (as defined in the Redevelopment Agreement).

6.2 Successors and Assigns; Indemnification by Successor Owners. This Agreement shall burden and run with every present or future Lot and will inure to the benefit of and be binding upon the respective successors and assigns of each party to this Agreement, and upon all subsequent Owners of any Lot. Upon the transfer of fee title to any Lot by Developer, Weidner, or any of their respective successors or assigns (each a “Transferor”) to a subsequent Owner (each a “Transferee”), the Transferor shall be deemed released from this Agreement and the covenants and restrictions set forth herein with respect to such Lot; provided, however, that the restrictions set forth in Sections 2.3 and 5.1(d) (Waiver) shall continue to apply to the Transferor and shall survive such Transfer. The Transferee shall be the Owner of such Lot for all purposes hereunder with respect to such Lot. Each Owner shall comply with the terms, conditions, and restrictions of this Agreement with respect to its respective Lot, and if any such Owner violates the terms of this Agreement, such Owner shall indemnify, defend, and hold harmless the Owners of all other Lots bound by this Agreement, the City, and the Authority from and against all claims, suits, damages, penalties, assessments, taxes, judgments, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements to the extent caused by such Owner’s violation of this Agreement.

6.3 Notices and Demands. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the Business Day delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, or other mail or courier service, then as of the Business Day received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to the City: City of Saint Paul (PED)
 City Hall Annex
 25 West 4th Street, Suite 1300
 Saint Paul, MN 55102
 Attn: Director of Planning and
 Economic Development

With a copy to: City of Saint Paul (OFS)
 700 City Hall and Courthouse
 15 Kellogg Boulevard West
 Saint Paul, MN 55102
 Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

If to Developer: c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Tony Barranco
Email: tony.barranco@ryancompanies.com

With a copy to: c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Audra Williams
Email: audra.williams@ryancompanies.com

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attn: Jay R. Lindgren
Email: lindgren.jay@dorsey.com

If to Weidner: MN Ford Site Apartment Land LLC
9757 NE Juanita Drive, Suite 300
Kirkland, WA 98034
Attn: Kevin Colard

With a copy to: Stoel Rives LLP
600 University St., Suite 3600
Seattle, WA 98101
Attn: John S. Santa Lucia

If to any other Owner: The address of record for real property tax
assessment notices with respect to the Lot(s)
owned by such Owner.

6.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.5 No Waiver. No action or inaction by any party to this Agreement shall be deemed to constitute a waiver of any right under this Agreement, except a writing expressly waiving a right. No waiver of a particular breach shall be deemed to constitute a waiver of any subsequent breach.

6.6 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The Developer, Weidner and each Owner hereby consent to personal jurisdiction and venue in the foregoing court. The Developer, Weidner and each Owner hereby waive trial by jury for any litigation arising out of this Agreement.

6.7 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

6.8 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

6.9 Superseding Effect. Except for the terms and conditions of the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

6.10 Amendments, Changes, and Modifications. This Agreement may not be amended or any of its terms modified except by written amendment authorized and executed by the City and the Owner(s) of the affected Lot(s). Any amendments, changes or modifications requiring City Council approval pursuant to Chapter 429 or other applicable law will not be deemed effective until such approval has been granted. Any amendment hereto shall be recorded in accordance with Section 4.1 hereof.

6.11 Further Assurances. The City, Developer, Weidner or other Owner shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or any Lot, or for carrying out the expressed intention of this Agreement.

6.12 Counterparts. This Agreement may be executed any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: Melvin W. Carter III

Name: Melvin W. Carter III
Its: Mayor

By: John McCarthy

Name: John McCarthy
Its: Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 11th day of December, 2019, by Melvin W. Carter III, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Jennifer L. Dull
Notary Public
JENNIFER L. DULL
Notary Public-Minnesota
My Commission Expires Jan 31, 2023

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

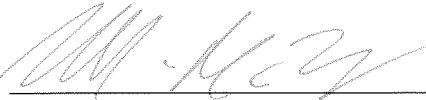
The foregoing instrument was acknowledged before me this 11th day of December, 2019 by John McCarthy, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Jennifer L. Dull
Notary Public
JENNIFER L. DULL
Notary Public-Minnesota
My Commission Expires Jan 31, 2023

APPROVED AS TO FORM

[Signature]
City Attorney

PROJECT PAUL, LLC,
a Delaware limited liability company

By: 
Name: Michael R. McElroy
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of December, 2019, by Michael R. McElroy, the Manager of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public



MN FORD SITE APARTMENT LAND LLC,
a Delaware limited liability company

By: Weidner Investment Services, Inc., a Washington
corporation, its Manager

By: 

Name: W. Dean Weidner
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 12 day of December, 2019,
by W. Dean Weidner, the President of Weidner Investment Services, Inc., a Washington corporation, the
Manager of MN Ford Site Apartment Land LLC, a Delaware limited liability company, on behalf of the
limited liability company.


Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

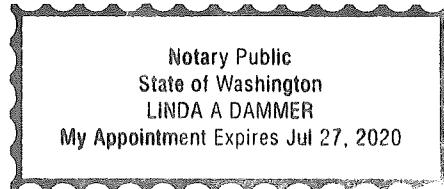


Exhibit A

Legal Description of the Property

Developer Lots

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Weidner Lots

Lot 1, Block 11;

Lot 1, Block 12;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1, Block 28; and

Lot 1, Block 29;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Exhibit B

Current Plans

[See attached.]

Exhibit B - Current Plans



2021 Complete Streets
 2021 Complete Sidewalks & Boulevards

LEGEND

PROPOSED	
	PROPERTY BOUNDARY
	CURB
	EASEMENT LINE
	EASEMENT AREA
	BITUMINOUS - TRAIL
	BITUMINOUS - ALLEY
	CONCRETE
	HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
	NORMAL WATER LEVEL
	HIGH WATER LEVEL
	PERMANENT POOL PONDING
	FILTRATION MEDIA
	RETAINING WALL
	BEDROCK WALL

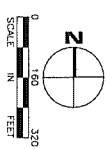


Exhibit C

Cost Estimate

Exhibit C - Cost Estimate

	Developer Pay-go Note	
	for 429 Project	429 Assessments
429 Assessment - Phase 1 Streets		
Streets: Paving/Curb & Gutter	\$ 1,000,000	\$ 2,231,186
Streets: Traffic Signals/Street Lighting	1,000,000	1,250,778
Street: Trees	-	180,015
Bridges: Vehicle & Pedestrian	660,657	1,250,646
Sidewalks	-	935,310
Streets: Landscaping/Site Furnishings	-	466,077
429 Assessment - Phase 1 Streets Total	\$ 2,660,657	\$ 6,314,012
429 Assessment - Partial Phase 1 Utilities		
Site Utilities: Sanitary	-	1,800,858
Site Utilities: Storm (Excluding Central Stormwater)	-	1,024,473
429 Assessment - Partial Phase 1 Utilities Total	\$ -	\$ 2,825,331
429 Assessment - Phase 1 Streets and Partial Utilities	\$ 2,660,657	\$ 9,139,343
		\$ 11,800,000

Exhibit D

Lot Assessments

Total 429 Assessments			9,424,343
Block/ Lot	LF of Roadway	% of LF of Roadway	429 Allocation by LF of Roadway
1/1	1,073	2.50%	235,345
2/1 (a-b)	1,211	2.82%	265,613
2/2 (a-b)	777	1.81%	170,423
3/1 (a-b)	788	1.83%	172,835
3/2	416	0.97%	91,243
5/1	501	1.17%	109,886
6/1	1,497	3.48%	328,343
7/1	833	1.94%	182,705
8/1 (a-e)	936	2.18%	205,297
8/2 (a-b)	607	1.41%	133,136
9/1	445	1.04%	97,604
9/2 (a-c)	985	2.29%	216,044
10/1 (a-d)	1,112	2.59%	243,899
11/1	1,246	2.90%	273,290
12/1	1,240	2.89%	271,974
13/1	1,216	2.83%	266,710
14/1 (a-e)	801	1.86%	175,687
14/2 (a-b)	612	1.42%	134,232
15/1 (a-d)	1,163	2.71%	255,085
16/1	1,237	2.88%	271,316
17/1	1,223	2.85%	268,245
18/1	1,200	2.79%	263,201
19/1 (a-e)	635	1.48%	139,277
19/2 (a-b)	573	1.33%	125,678
20/1 (a-d)	1,150	2.68%	252,234
21/1 (a-d)	1,117	2.60%	244,996
22/1	1,295	3.01%	284,038
23/1	1,310	3.05%	287,328
24/1	1,286	2.99%	282,064
25/1 (a-e)	612	1.42%	134,232
25/2 (a-b)	577	1.34%	126,556
26/1 (a-d)	1,154	2.69%	253,111
27/1 (a-d)	1,158	2.70%	253,989
28/1	1,196	2.78%	262,323
29/1	1,819	4.23%	398,969
30/1	990	2.30%	217,141
31/1 (a-e)	649	1.51%	142,348
31/2 (a-b)	617	1.44%	135,329
32/1 (a-d)	1,218	2.83%	267,149
33/1	691	1.61%	151,560
34/1	581	1.35%	127,433
35/1 (a-j)	962	2.24%	210,999
35/2 (a-b)	613	1.43%	134,452
36/1 (a-d)	1,210	2.82%	265,394
4/1	436	1.01%	95,630
Total	42,968	100.00%	9,424,343