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## **EMERGENCY ACCESS EASEMENT**

**THIS EMERGENCY ACCESS EASEMENT** (this “Easement”) is made and entered into as of the \_\_\_\_ day of July, 2020, by WSF Phase III A LLC, a Minnesota limited liability company (“Phase IIIA Grantor”), and WSF Phase III B Limited Partnership, a Minnesota limited partnership (“Phase IIIB Grantor” and, together with Phase IIIA Grantor, “Grantors”), for the benefit of the City of Saint Paul, a political subdivision and municipal corporation of the State of Minnesota (“Grantee”).

### **RECITALS**

- A. Phase IIIA Grantor is the fee owner of real property located in the City and legally described on **Exhibit A-1** attached hereto (the “Phase IIIA Property”).
- B. Phase IIIB Grantee is the fee owner of real property located in the City and legally described on **Exhibit A-2** attached hereto (the “Phase IIIB Property” and, together with the Phase IIIA Property, the “Burdened Property”).
- C. Grantors desire to grant to Grantee a perpetual, permanent, nonexclusive easement through, over and across a portion of the Burdened Property for the purpose of emergency access.

### **EASEMENT**

1. Grant of Easement. Grantors do hereby give, grant, bargain and convey to Grantee, its successors and assigns, a permanent, nonexclusive ingress and egress easement for emergency access, but for no other purpose (the “Access Easement”), on, over, under and across that portion of the Burdened Property legally described on **Exhibit B-1** attached hereto and depicted on **Exhibit B-2** (the “Easement Area”).
2. Duration. The Access Easement shall perpetually run with and burden the title to the Burdened Property for as long as Grantee in its reasonable opinion requires the Access Easement for the purpose described herein.

3. Maintenance of Easement Area. Grantors shall construct, maintain, repair and replace the driveway improvements in the Easement Area in accordance with generally accepted maintenance and repair standards for similar improvements in the Twin Cities metropolitan area. Phase IIIA Grantor shall only be responsible for the construction, maintenance, repair and replacement of that portion of the Easement Area located on the Phase IIIA Property and shall not be responsible for that portion of the Easement Area located on the Phase IIIB Property. Phase IIIB Grantor shall only be responsible for the construction, maintenance, repair and replacement of that portion of the Easement Area located on the Phase IIIB Property and shall not be responsible for that portion of the Easement Area located on the Phase IIIA Property.

4. Obligations to Third Parties. Nothing contained in this Easement is intended to or shall in any way create any obligation of any kind of the part of Grantors to any third parties or confer any benefits or protections of any kind on any third parties not otherwise existing at law or in equity.

5. Warranty of Title. Grantors covenant that they are the sole owners of fee simple absolute title to the Burdened Property, and that there are no encumbrances affecting title to the Burdened Property other than those benefitting persons or entities that have consented in writing to this Easement. Grantors will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, mentioned herein.

6. Governing Law. This Easement is made and executed under, and in all respects is to be given and construed by, the laws of the State of Minnesota

*[Signature Page to Follow.]*

**SIGNATURE PAGE  
TO  
EMERGENCY ACCESS EASEMENT**

IN WITNESS WHEREOF, Grantors have executed this Easement as of the day and year first above written.

**PHASE IIIA GRANTOR:**

**WSF PHASE III A LLC**, a Minnesota  
limited liability company

By: \_\_\_\_\_  
Christopher L. Sherman  
Vice President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2020, by Christopher L. Sherman, the Vice President of WSF Phase III A LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**SIGNATURE PAGE  
TO  
EMERGENCY ACCESS EASEMENT**

IN WITNESS WHEREOF, Grantors have executed this Easement as of the day and year first above written.

**PHASE IIIB GRANTOR:**

**WSF PHASE III B LIMITED PARTNERSHIP,**  
a Minnesota limited partnership

By: **WSF Phase III B LLC**, a Minnesota limited liability company, its General Partner

By: \_\_\_\_\_  
Christopher L. Sherman  
Vice President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2020, by Christopher L. Sherman, the Vice President of WSF Phase III B LLC, a Minnesota limited liability company, the general partner of WSF Phase III B Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public

Drafted By:  
  
Sherman Associates, Inc.  
233 Park Avenue South, Suite 201  
Minneapolis, MN 55415

**EXHIBIT A-1  
TO  
EMERGENCY ACCESS EASEMENT**

**Legal Description of IIIA Property**

Lot 1, Block 1, West Side Flats Phase III.

Ramsey County, Minnesota  
Torrens Property

**EXHIBIT A-2  
TO  
EMERGENCY ACCESS EASEMENT**

**Legal Description of IIB Property**

Lot 2, Block 1, West Side Flats Phase III.

Ramsey County, Minnesota  
Torrens Property

**EXHIBIT B-1  
TO  
EMERGENCY ACCESS EASEMENT**

**Emergency Access Easement Area  
Legal Description**

That part of Lots 1 and 2, Block 1, WEST SIDE FLATS PHASE III, Ramsey County, Minnesota, described as follows;

Beginning at the most northerly corner of said Lot 2; thence on an assumed bearing South 30 degrees 50 minutes 35 seconds East, along the northeasterly line of said Lot 2, a distance of 12.50 feet; thence South 59 degrees 09 minutes 25 seconds West, parallel to the most northwesterly line of said Lot 2, a distance of 258.53 feet; thence North 0 degrees 50 minutes 35 seconds West 28.87 feet; thence North 59 degrees 09 minutes 25 seconds East, parallel to said most northwesterly line of Lot 2, a distance of 244.09 feet to the northeasterly line of said Lot 1; thence South 30 degrees 50 minutes 35 seconds East, along said northeasterly line of Lot 1 a distance of 12.50 feet to said most northerly corner of Lot 2 and the point of beginning.

**EXHIBIT B-2  
TO  
EMERGENCY ACCESS EASEMENT**

**Emergency Access Easement Area  
Depiction**

