

## **MUNICIPAL UTILITY AND WATER SERVICES EASEMENT AGREEMENT**

THIS MUNICIPAL UTILITY AND WATER SERVICES USE AND MAINTENANCE EASEMENT (this “**Easement**”) is made and entered into effective \_\_\_\_\_, 2021 (the “**Effective Date**”), between the City of Saint Paul, a Minnesota municipal corporation and home rule charter city (the “**City**” or “**Grantor**”) and the Board of Water Commissioners of the City of Saint Paul, d/b/a Saint Paul Regional Water Services (“**SPRWS**” or “**Grantor**”; the City and SPRWS are collectively referred to herein as “**Grantors**”) and Pulte Homes of Minnesota LLC, a Minnesota limited liability company (“**Pulte**” or “**Grantee**”) and Project Paul, LLC, a Delaware limited liability company (“**Developer**”, or “**Grantee**”; Pulte and Project Paul are collectively referred to herein as “**Grantees**”). The City, SPRWS, Pulte, and Project Paul are also collectively referred to herein as “**Parties**”.

### **RECITALS**

**WHEREAS**, the Developer became the owner of certain real property situated in the City of Saint Paul, County of Ramsey, State of Minnesota, (the “**Property**”), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site and now known as “Highland Bridge” (the “**Redevelopment Area**”). The Developer caused the Property to be subdivided into the lots, blocks, and outlots shown on the plat known as Ford, recorded as Document Number T02655825 in the Office of the County Recorder/Registrar of Titles for and in Ramsey County, Minnesota, as may be amended from time to time (the “**Plat**”). The Plat also created a perpetual forty foot (40’) municipal utility and water services easement (“**Municipal Utility Easement**”). The Municipal Utility Easement extends through the following real property legally described as: Lots 1 and 2, Block 8; Lots 1 and 2, Block 14; Lots 1 and 2, Block 19; Lots 1 and 2, Block 25; Lots 1 and 2, Block 31; and Lots 1 and 2, Block 35 (attached hereto as Exhibit A – Property – Subject to this Municipal Utility and Water Services Easement). For the avoidance of doubt, this Municipal Utility Easement does not include the five foot (5’) platted municipal utility and water services easement adjacent to Woodlawn Avenue.

**WHEREAS**, the Property on which the Municipal Utility Easement is located is currently intended to serve as a private alley, which provides vehicle and pedestrian ingress and egress to adjacent blocks and lots.

**WHEREAS**, rather than locate the City's and SPRWS's sewer and water, and other municipal utilities, in the rights-of-way for the lots in this part of the Redevelopment Area, the City, SPRWS, and Developer agreed that for many reasons the existing location of the Municipal Utility Easement was a better area for municipal utilities. Therefore, the Municipal Utility Easement excluded any and all other below-ground uses including any other non-City or non-SPRWS public or private utilities to be located within the Municipal Utility Easement, and excluded any and all above-ground structures that would in any manner impair or interfere with construction, reconstruction, inspection, operation, maintenance, repair, or replacement, or any related activities, (the activities listed hereinafter referred to as "**O&M**") of the Municipal Utility Easement by the City or SPRWS.

**WHEREAS**, Grantees have requested the placement of other utilities within the Municipal Utility Easement. Subject to the terms and conditions of this Easement, the City and SPRWS agree to the use of the Municipal Utility Easement by utility companies [only in those locations and areas depicted in Exhibit B - Depiction of the Municipal Utility Easement and Other Utility Easement Locations], attached hereto. Furthermore, even though the City and SPRWS are identified as Grantors and Project Paul and Pulte as Grantees, all Parties are granting and conveying the following easement rights to Other Utilities, as more specifically identified below.

**THEREFORE**, in consideration of the foregoing Recitals and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the Parties hereby agree as follows:

### **AGREEMENT**

1. Recitals. The above Recitals are incorporated into this Easement by this reference, including the definitions set forth therein.
2. Grant of Easement.
  - a. Even though the City and SPRWS are identified as Grantors and Project Paul and Pulte as Grantees, all Parties are granting and conveying the following easement rights to Other Utilities, as more specifically identified and conditioned in this Easement. The Grantors hereby consent, declare, grant and convey to Grantees, a limited and conditioned perpetual, non-exclusive easement over, across, under and through those designated portions of the Municipal Utility Easement ("Other Utility Easement Area") the right to locate, and use as a shared excavation and laydown space for, utility service lines, such as cable, internet, gas, and electric services, ("**Other Utility Providers**"), and for O&M activities (an "**Other Utility**" or, collectively, the "**Other Utilities**"), in the locations and at the widths/dimensions as described in Exhibit B - Other Utility Easement Legal Description.
  - b. The Grantees grant and convey to the City and SPRWS the right to use any utility easements granted by Pulte or Project Paul, or their respective successors and assigns, on their real property, located adjacent to the Municipal Utility Easement, for excavation and laydown by and for the City's or SPRWS's O&M, subject to and conditioned on the City or SPRWS restoring those areas (including, without limitation, restoring any

landscaping or improvements therein) to their prior condition at the City's or SPRWS's own expense. For the avoidance of doubt, other than this limited, non-exclusive excavation and laydown right, section 2(b) by itself does not and is not intended to limit the rights of the Grantees to use, possess, or construct on their real property.

3. SPRWS Thirty Foot (30') Easement. As described in the Recitals, the Plat shows a forty-foot (40') easement right for the benefit of and granted and conveyed to SPRWS. As depicted on Exhibit B, SPRWS hereby releases its easement rights to the easterly most ten feet (10') of the Municipal Utility Easement, the release is legally described on Exhibit B – SPRWS Legal Description. The remaining thirty feet of easement will hereinafter be identified and referred to as the “**SPRWS Easement.**” For avoidance of doubt, the reduction by 10 feet of the SPRWS Easement dimension does not apply to or affect the City's Municipal Utility Easement rights. As between SPRWS, Grantees and Other Utilities, Grantees and Other Utilities have full and complete ownership responsibilities including construction, tie in to the SPRWS utility system and related O&M duties and responsibilities respecting the relinquished easterly most ten feet (10') of the Municipal Utility Easement.
4. Location. Upon completion of any utility service line, the Other Utility must immediately provide an as-built drawing to the City, and to SPRWS if the utility service line lies within the 30-foot width of the SPRWS Easement, but no later than 10 business days after installation is complete.
5. Incorporating by Reference Utility Use of City Right of Way. The Other Utilities have no greater or additional rights except those expressed in this Easement. However, to provide some guidance to all Parties as well as symmetry in process and procedure as between the City's or SPRWS's utilities and Other Utilities located in the Municipal Utility Easement, this Easement incorporates by reference Minnesota Statutes Section 237.162, as amended; Minnesota Rules Chapter 7819, as amended; and Saint Paul City Code regarding utility use of City right-of-way (“**ROW**”) and City approved franchise agreements, as such are amended from time to time. For instance, Other Utilities must apply for excavation/building permits and must pay permitting fees (and when appropriate, fines); and for example, Grantees or Other Utilities may require additional areas for excavation or installation, in addition to the Other Utility Easement Area, which needs and requests are governed similarly to such needs and requests in a ROW. In other words, Grantees and/or Other Utilities may obtain approval for such use, subject to and conditioned upon the City's or SPRWS's approval under the same processes and similar conditions as such approvals are obtained in City ROWs.
6. Operations, Maintenance, Repair and Replacement and Related Activities. Notwithstanding anything to the contrary in this Easement, each Grantee and each Other Utility will be 100% responsible for its own O&M expenses. Furthermore, if either the City or SPRWS needs a utility service line relocated or attended to in order for the City or SPRWS to undertake its own O&M work, the Other Utility must respond reasonably and expeditiously, and at its own expense. If Other Utility work is undertaken by the City or SPRWS after a reasonable notice with no response from Other Utility, said Other Utility will reimburse the City or SPRWS, plus a 10% service charge, for such work. Each Grantee will be completely and solely responsible for all its costs and expenses associated with exercise of its rights, duties, and obligations under this Easement, including its O&M costs and expenses, and including but not limited to, compliance with all relevant rules, laws, and/or regulations.
7. Encroachment. Grantees and Other Utilities will not allow construction or installation of buildings, structures, trees or any other objects within the Municipal Utility Easement and SPRWS Easement

that would either obstruct or otherwise prohibit normal access to the City's or SPRWS's facilities therein or will prevent or prohibit the City or SPRWS from exercising their rights, respectively, under the Municipal Utility Easement or SPRWS Easement (as modified by this Easement). Absent a duly authorized and obtained permit applied and obtained in the same manner for an encroachment into or on a City ROW, as between the City or SPRWS and Grantees or Other Utilities, except for asphalt or other hard surfaces for ingress and egress and landscaping, Grantees and Other Utilities will not locate any structure, fixture, or personal property of any type within the Municipal Utility Easement or SPRWS Easement without first obtaining the applicable permit. In the event an Other Utility exercises its rights under this Easement, the Other Utility will minimize the amount of excavation and/or disruption and to clear away debris, with the understanding that the restoration and costs of such improvements will be the sole responsibility of the Other Utility. In the event Grantees or Other Utilities violate the non-encroachment prohibition, either the City or SPRWS may remove the encroachment and the Parties agree that the City and/or SPRWS will not be liable for any claims, including for conversion, interruption with business, or otherwise, in connection with such removal or towing; furthermore, all removal, replacement or modification costs for such encroachment will be borne solely by the appropriate Grantee or Other Utility.

8. Permits and Fees. Any and all permits, fees, and fines applicable to Other Utilities within ROW will apply to the Municipal Utility Easement and SPRWS Easement unless expressly waived in writing or modified by this Easement.
9. Signs. Any and all traffic controlling signs must be submitted for review and approval by City in accordance with City ordinances, which approval will not be unreasonably withheld.
10. Reservations. The City and SPRWS each reserve and retain all its governmental authority. The City and SPRWS reserve and retain any and all other property and use rights in the Municipal Utility Easement.
11. Insurance. Each Other Utility must, at its sole cost and expense, obtain and continuously maintain insurance coverage at or above the tort liability cap as set forth in the Minnesota Statutes Chapter 466, as amended, with respect to its O&M in the Municipal Utility Easement for so long as: (i) the Other Utility, or its successor or assigns, has a possessory or use interest in the Municipal Utility Easement; or, (ii) any portion of the Municipal Utility Easement is within the control of the Other Utility. From time to time, at the reasonable request of the City or SPRWS, the Other Utility will furnish proof to the City or SPRWS that such insurance is in effect.
12. Release and Indemnification Covenants by Grantee. Grantees and Other Utilities hereby release, defend, indemnify, and hold harmless the City and SPRWS and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the **"City Indemnified Parties"**):
  - a. from and against, any claims or demands for damages of any kind (including property or injury, death, loss, costs, fines, charges, and attorney's fees and costs);
  - b. occurring at, about or in connection with any portion of the Municipal Utility Easement or any improvements constructed thereon by Grantee or Other Utility or any acts or omissions of

Grantee or Other Utility (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Easement;

- c. except to the extent such loss or damage is caused by the willful misrepresentation, gross negligence, or intentional misconduct of one or more of the City Indemnified Parties.

13. No Waiver. The failure of the City or SPRWS to enforce any of the terms or conditions in this Easement will not be deemed a waiver of any rights or remedies and any such right or remedy may be exercised from time to time and as often as may be deemed expedient or necessary. No waiver of the provisions of this Easement shall be effective unless in writing, executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly stated in writing. No remedy reserved to the City or SPRWS is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy will be cumulative and is in addition to every other remedy hereafter existing at law or in equity or by statute. In order to entitle the City and/or SPRWS to exercise any remedy reserved to it, it will not be necessary to give notice, other than such notice as may be required in Section 14.

14. Notices. Except as otherwise expressly provided in this Easement, a notice, demand or other communication under this Easement by any party to any other will be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

If to a future grantee: The address of record for real property tax assessment notices with respect to the Property.

If to Pulte: Pulte Homes of Minnesota LLC  
7500 Flying Cloud Drive, Suite 670  
Eden Prairie, MN 55344  
Attn: Chad Onsgard  
E-mail: [chad.onsgard@pultegroup.com](mailto:chad.onsgard@pultegroup.com)

With a copy to: Larkin Hoffman Daly & Lindgren Ltd.  
8300 Norman Center Drive, Suite 1000  
Bloomington, MN 55437  
Attn: Ryan N. Boe  
Email: [rboe@larkinhoffman.com](mailto:rboe@larkinhoffman.com)

If to Project Paul: Project Paul, LLC  
533 South Third Street, Suite 100  
Minneapolis, MN 55415  
Attn: Maureen Michalski

With a copy to:	Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, MN 55415 Attn: Audra Williams
If to the City:	City of Saint Paul (Public Works Department) 700 City Hall Annex 25 West 4th Street Saint Paul, MN 55102 Attn: Director of Public Works
	City of Saint Paul (Public Works Department) 700 City Hall Annex 25 West 4th Street Saint Paul, MN 55102 Attn: Right of Way Engineer
With a copy to:	Office of the City Attorney 400 City Hall 15 West Kellogg Blvd. Saint Paul, MN 55102 Attn: Public Works Asst. City Attorney
And a copy to:	City of Saint Paul Office of Financial Services 700 City Hall 15 West Kellogg Blvd. Saint Paul, MN 55102 Attn: Finance Director
If to SPRWS:	Saint Paul Regional Water Services 1900 Rice Street Saint Paul, Minnesota 55113 Attn: General Manager

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

15. Third Party Beneficiary. All utilities with a franchise agreement with the City and in good standing automatically have Other Utility Easement rights under this Easement. Any person who has located a utility service line within the Other Utility Easement, by that action, is deemed to have accepted and, without exception, is subject to each and every obligation, covenant, representation, and term and condition of this Easement. Notwithstanding the above, the person does not have a right to use the Other Utility Easement until a duly authorized and issued permit from the City has been issued to the person.

16. Not a Public Dedication. Except for the rights specifically granted in this Easement and the Municipal Utility Easement, nothing in this Easement will be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.
17. Easement to Run with Land. This Easement will run with the land and be appurtenant to the Property and will be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns.
18. Enforcement of Easement. Without limiting the remedies of the Parties, this Easement may be enforced by proceedings in equity to restrain any violation or compel specific performance.
19. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Easement, including the benefits and burdens, will run with the land and be binding upon the successors and assigns of each Grantee, such that the provisions of this Easement will burden the Property, including, without limitation, the Municipal Utility Easement, notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.
20. Amendment. Except as otherwise provided herein, the provisions of this Easement will not be amended, terminated or deleted, except by an instrument in writing duly executed by the City, SPRWS and any Grantee (or the successor of such Grantee) on whose portion of the Property the amendment pertains.
21. 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 Easement will 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 Easement will be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and will not be removed therefrom to any other federal or state court. The Parties hereby consent to personal jurisdiction and venue in the foregoing court. The Parties hereby waive trial by jury for any litigation arising out of this Easement.
22. Attorneys' Fees. Subject to the exclusion of costs set forth in Section 6 above, the prevailing party will be entitled to reasonable attorneys' fees and costs.
23. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Easement will in any way affect or impair the City's or SPRWS's immunity or the immunity of the City's or SPRWS's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Easement will in any way affect or impair the limitations on the City's or SPRWS's liability or the liability of their employees, consultants and independent contractors. By entering into this Easement, the City and SPRWS do not waive any rights, protections, or limitations as provided under law and equity for the City or SPRWS or of their respective employees, consultants and contractors.
24. Regulatory Authority and Data Practices Act. Nothing in this Easement will be construed to limit or modify the City's or SPRWS's regulatory authority. All data created, collected, received, stored, used, and maintained by the City or SPRWS are subject to the requirements of Minnesota Statutes Chapter 13, as amended.

25. Severability. If any provisions hereof will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions will not in any way be affected or impaired.
26. Counterparts. This Easement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
27. Exhibits.

Exhibit A – Property – Subject to this Municipal Utility and Water Services Easement

Exhibit B – Depiction and Legal Description of Municipal Utility Easement and Other Utility Easement Locations

**IN WITNESS WHEREOF**, the Parties have caused this Easement to be duly executed on or as of the date first above written.

[The remainder of this page intentionally left blank; signature pages to follow]



**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Director, Office of Financial Services

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF RAMSEY        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Melvin Carter / Jamie Tincher, the Mayor or Deputy Mayor of the City of Saint Paul on behalf of the City.

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

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF RAMSEY        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Shari Moore, the City Clerk of the City of Saint Paul on behalf of the City.

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

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF RAMSEY        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by  
John McCarthy, the Director, Office of Financial Services of the City of Saint Paul on behalf of the City.

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

**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

**SAINT PAUL REGIONAL WATER SERVICES  
BY ITS BOARD OF WATER COMMISSIONERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Director, Office of Financial Services

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA       )  
  ) ss  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the President of the Board of Water Commissioners on behalf of Saint Paul Regional Water Services.

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

STATE OF MINNESOTA       )  
  ) ss  
COUNTY OF RAMSEY       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the Secretary of the Board of Water Commissioners on behalf of Saint Paul Regional Water Services.

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

**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF RAMSEY        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by John McCarthy, the Director, Office of Financial Services of the City of Saint Paul on behalf of Saint Paul Regional Water Services.

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

**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

**PROJECT PAUL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Project Paul LLC, a Delaware limited liability company, on behalf of the limited liability company.

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

**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

**PULTE HOMES OF MINNESOTA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_  
\_\_\_\_\_, the \_\_\_\_\_ of Pulte Homes of Minnesota LLC, a  
Minnesota limited liability company, on behalf of the limited liability company.

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

**Signature Page to Municipal Utility and Water Services Easement Agreement  
between City, SPRWS, Project Paul and Pulte**

**RYAN COMPANIES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_  
\_\_\_\_\_, the \_\_\_\_\_ of Ryan Companies, a \_\_\_\_\_  
\_\_\_\_\_, on behalf of the \_\_\_\_\_.

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

This Easement Drafted By:

Office of the City Attorney  
400 City Hall  
15 West Kellogg Blvd.  
Saint Paul, MN 55102  
Attn: Public Works Asst. City Attorney

**Exhibit A**

**Property – Subject to this Municipal Utility and Water Services Easement**

**Legal Description**

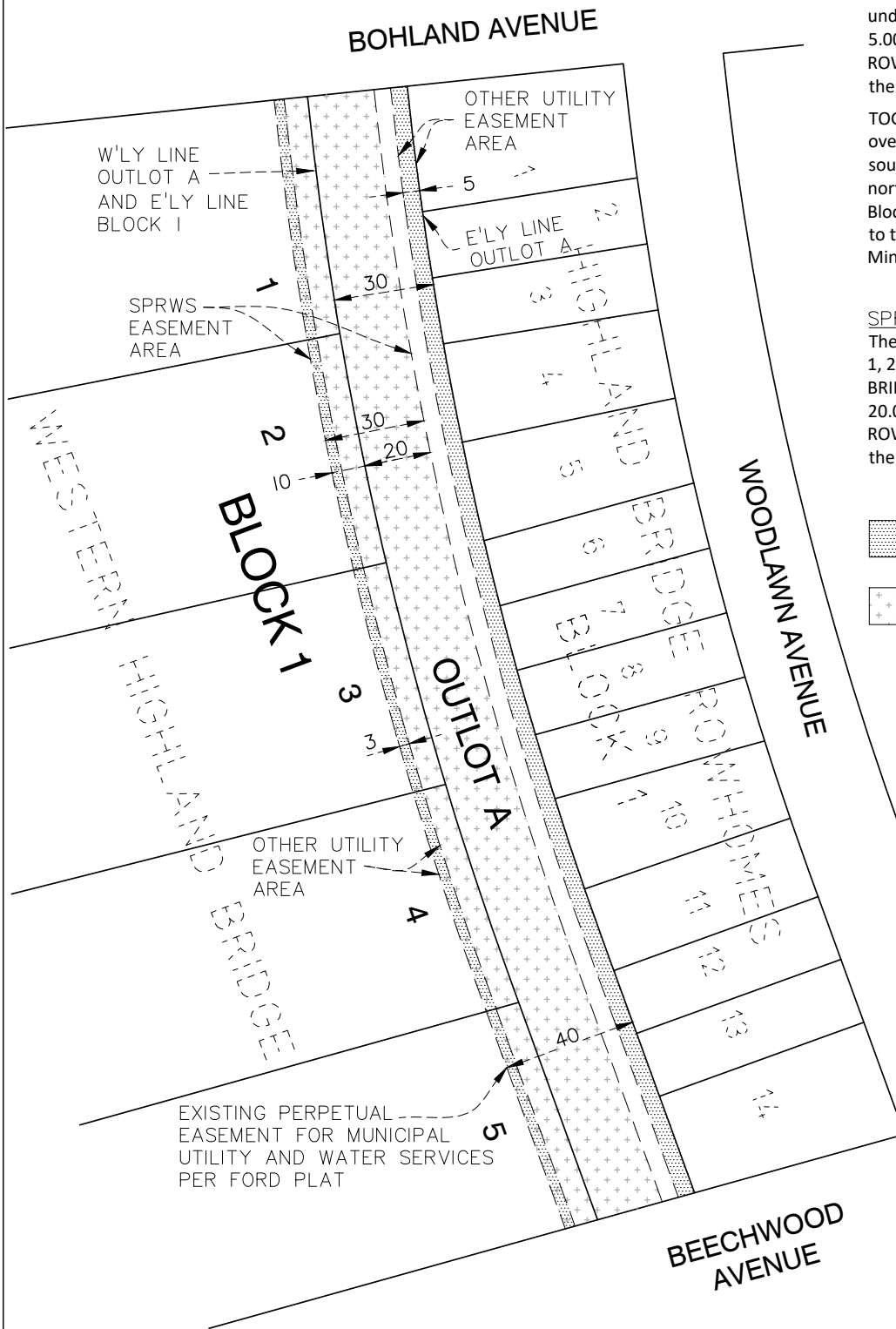
The 40-foot-wide municipal utility and water services easement as dedicated by the plat of FORD, according to the recorded plat thereof, Ramsey County, Minnesota which lies within the following described property:

Lots 1 and 2, Block 8; Lots 1 and 2, Block 14; Lots 1 and 2, Block 19; Lots 1 and 2, Block 25; Lots 1 and 2, Block 31; and Lots 1 and 2, Block 35, all within said plat of FORD.

**Exhibit B**  
**Depiction and Legal Description of the Municipal Utility Easement and**  
**Other Utility Easement Locations**



# EXHIBIT B



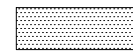
## OTHER EASEMENT LEGAL DESCRIPTION

An easement for utility purposes over, across, under and through the easterly and northeasterly 5.00 feet of Outlot A, HIGHLAND BRIDGE ROWHOMES, according to the recorded plat thereof, Ramsey County, Minnesota.

TOGETHER WITH an easement for utility purposes over, across, under and through the westerly and southwesterly 3.00 feet of the easterly and northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 1, WESTERN HIGHLAND BRIDGE, according to the recorded plat thereof, Ramsey County, Minnesota.

## SPRWS LEGAL DESCRIPTION

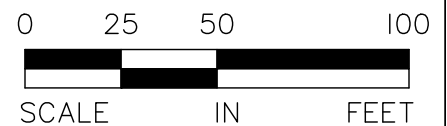
The easterly and northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 1, WESTERN HIGHLAND BRIDGE, and the westerly and southwesterly 20.00 feet of Outlot A, HIGHLAND BRIDGE ROWHOMES, according to the recorded plats thereof, Ramsey County, Minnesota



OTHER UTILITY  
EASEMENT AREA



SPRWS EASEMENT  
AREA



SHEET 1 OF 6 SHEETS

Design File: 219-0225	Checked By: DPE
	Drawn By: BJP
Date: 03-08-21	Scale: 1"=50'

## SPRWS AND OTHER UTILITY EASEMENT DEPICTION - FORD BLOCK 8

FORD REDEVELOPMENT SITE  
ST. PAUL, MINNESOTA



Alliant Engineering, Inc.  
733 Marquette Ave, Ste 700  
Minneapolis, MN 55402  
612.758.3080 MAIN  
612.758.3099 FAX  
www.alliant-inc.com

# EXHIBIT B

## OTHER LEGAL DESCRIPTION

An easement for utility purposes over, across, under and through the northeasterly 5.00 feet of Outlot B, HIGHLAND BRIDGE ROWHOMES, according to the recorded plat thereof, Ramsey County, Minnesota.

TOGETHER WITH an easement for utility purposes over, across, under and through the southwesterly 3.00 feet of the northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 2, WESTERN HIGHLAND BRIDGE, according to the recorded plat thereof, Ramsey County, Minnesota.

## SPRWS LEGAL DESCRIPTION

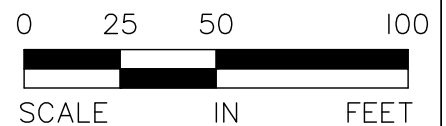
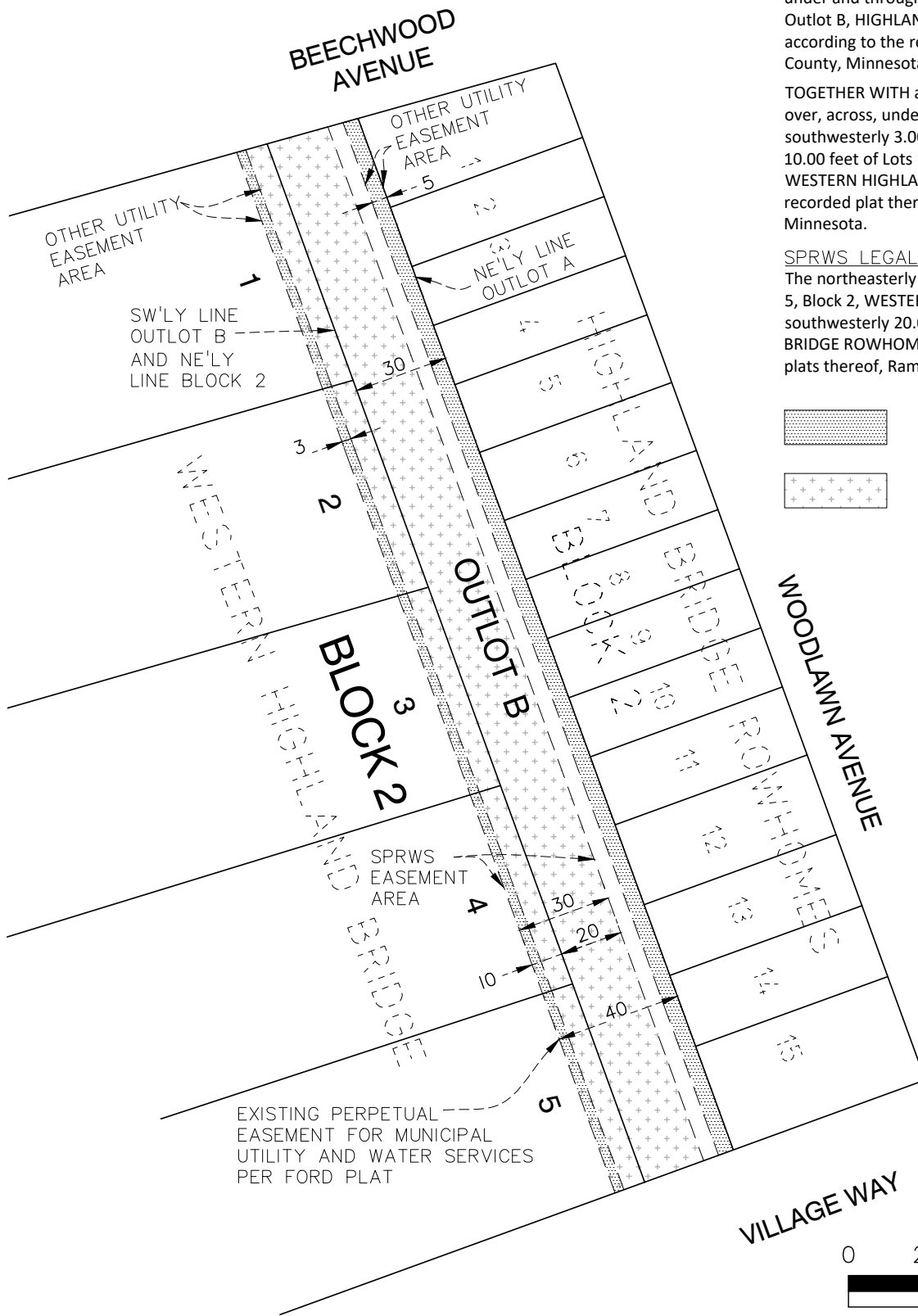
The northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 2, WESTERN HIGHLAND BRIDGE, and the southwesterly 20.00 feet of Outlot B, HIGHLAND BRIDGE ROWHOMES, according to the recorded plats thereof, Ramsey County, Minnesota.



OTHER UTILITY EASEMENT AREA



SPRWS EASEMENT AREA



SHEET 2 OF 6 SHEETS

Design File: 219-0225	Checked By: DPE
	Drawn By: BJP
Date: 03-08-21	Scale: 1"=50'

## SPRWS AND OTHER UTILITY EASEMENT DEPICTION - FORD BLOCK 14

FORD REDEVELOPMENT SITE  
ST. PAUL, MINNESOTA



Alliant Engineering, Inc.  
733 Marquette Ave, Ste 700  
Minneapolis, MN 55402  
612.758.3080 MAIN  
612.758.3099 FAX  
www.alliant-inc.com

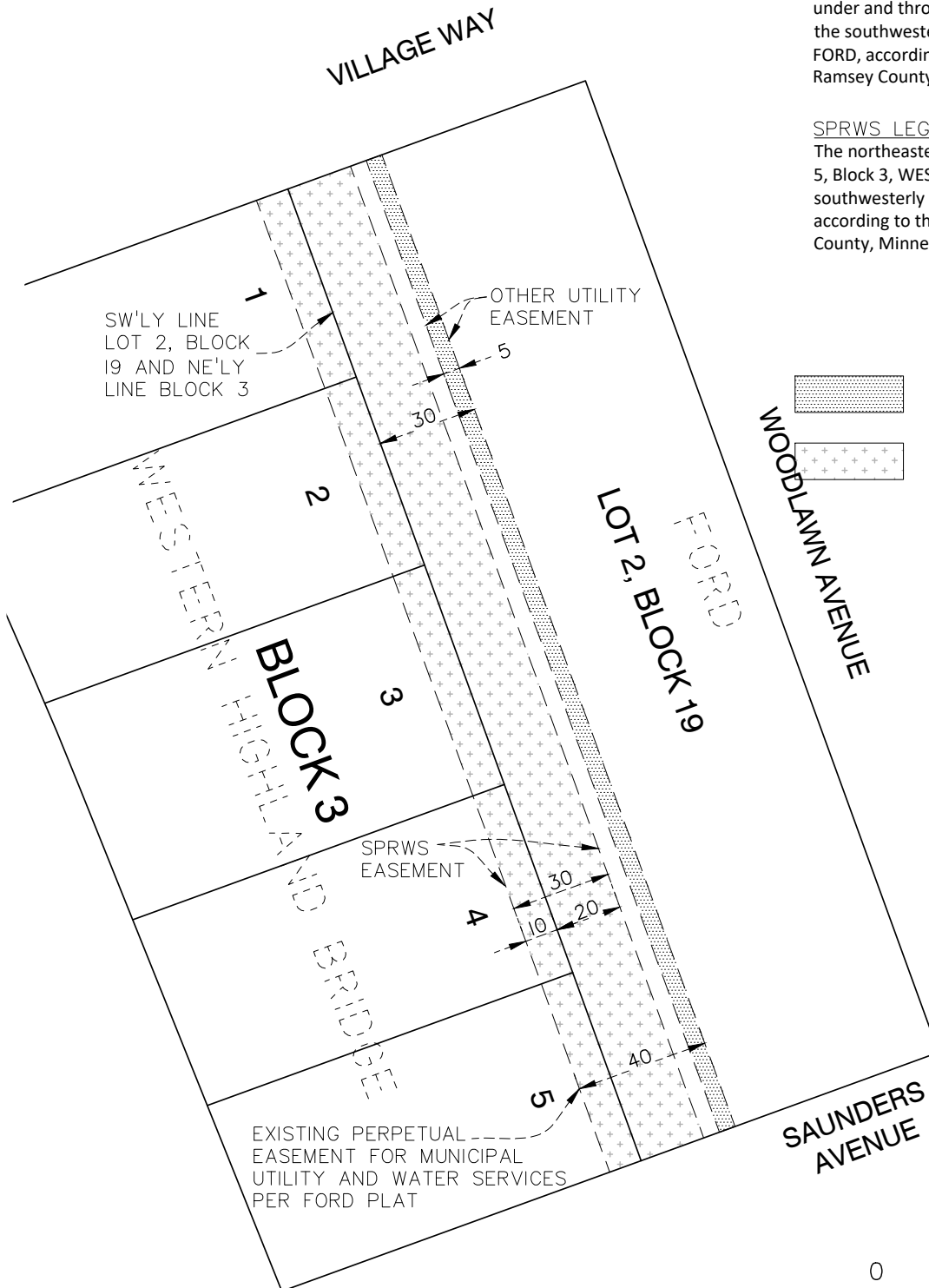
# EXHIBIT B

## OTHER LEGAL DESCRIPTION

An easement for utility purposes over, across, under and through the northeasterly 5.00 feet of the southwesterly 30.00 feet of Lot 2, Block 19, FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

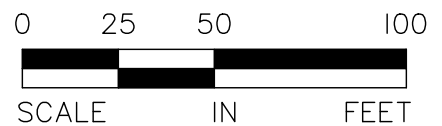
## SPRWS LEGAL DESCRIPTION

The northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 3, WESTERN HIGHLAND BRIDGE, and the southwesterly 20.00 feet of Lot 2, Block 19, FORD, according to the recorded plats thereof, Ramsey County, Minnesota.



OTHER UTILITY  
EASEMENT AREA

SPRWS EASEMENT  
AREA



SHEET 3 OF 6 SHEETS

Design File: 219-0225	Checked By: DPE
	Drawn By: BJP
Date: 02-10-21	Scale: 1"=50'

## SPRWS AND OTHER UTILITY EASEMENT DEPICTION - FORD BLOCK 19

FORD REDEVELOPMENT SITE  
ST. PAUL, MINNESOTA



Alliant Engineering, Inc.  
733 Marquette Ave, Ste 700  
Minneapolis, MN 55402  
612.758.3080 MAIN  
612.758.3099 FAX  
www.alliant-inc.com

# EXHIBIT B

SAUNDERS  
AVENUE

## OTHER LEGAL DESCRIPTION

An easement for utility purposes over, across, under and through the northeasterly 5.00 feet of the southwesterly 30.00 feet of Lot 2, Block 25, FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

## SPRWS LEGAL DESCRIPTION

The northeasterly 10.00 feet of Lots 1, 2, 3, 4, and 5, Block 4, WESTERN HIGHLAND BRIDGE, and the southwesterly 20.00 feet of Lot 2, Block 25, FORD, according to the recorded plats thereof, Ramsey County, Minnesota.

SW'LY LINE  
LOT 2, BLOCK  
25 AND NE'LY  
LINE BLOCK 4

OTHER UTILITY  
EASEMENT

WOODLAWN AVENUE

LOT 2, BLOCK 25  
FORD

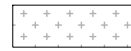
BLOCK 4  
WESTERN  
HIGHLAND  
BRIDGE

SPRWS  
EASEMENT

EXISTING PERPETUAL  
EASEMENT FOR  
MUNICIPAL UTILITY  
AND WATER SERVICES  
PER FORD PLAT



OTHER UTILITY  
EASEMENT AREA



SPRWS EASEMENT  
AREA

MONTREAL  
AVENUE



0 25 50 100



SCALE IN FEET

SHEET 4 OF 6 SHEETS

Design File: 219-0225	Checked By: DPE
	Drawn By: BJP
Date: 02-10-21	Scale: 1"=50'

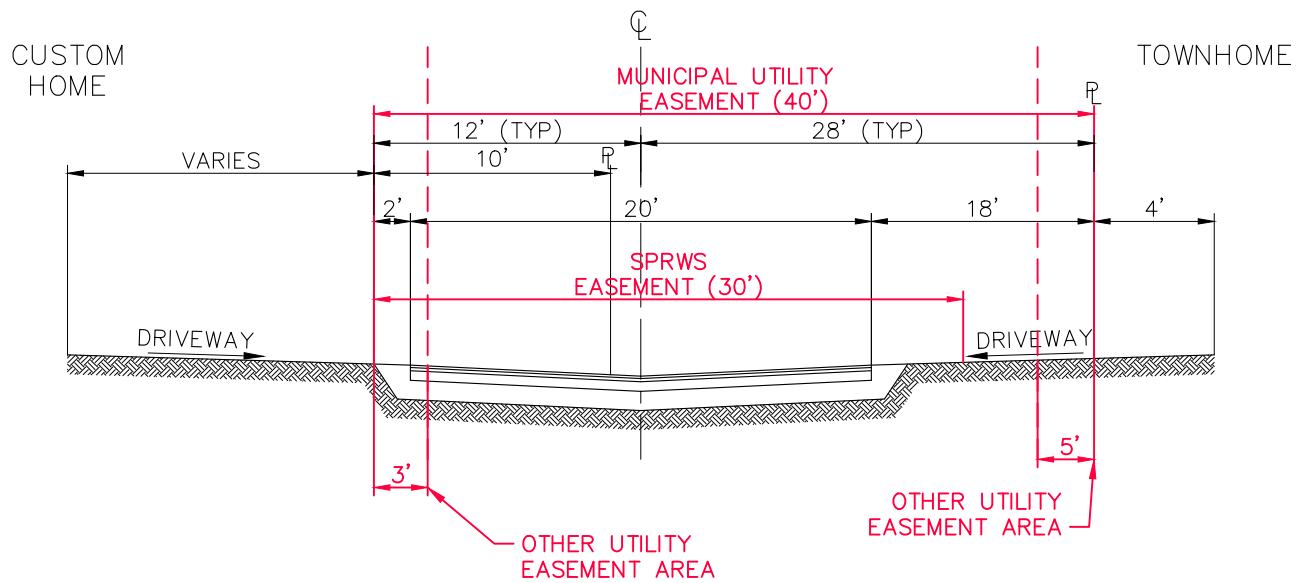
## SPRWS AND OTHER UTILITY EASEMENT DEPICTION - FORD BLOCK 25

FORD REDEVELOPMENT SITE  
ST. PAUL, MINNESOTA



Alliant Engineering, Inc.  
733 Marquette Ave, Ste 700  
Minneapolis, MN 55402  
612.758.3080 MAIN  
612.758.3099 FAX  
www.alliant-inc.com

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## EXHIBIT B

WESTERN HIGHLAND BRIDGE - BLOCK 1  
HIGHLAND BRIDGE ROWHOMES - OUTLOT A

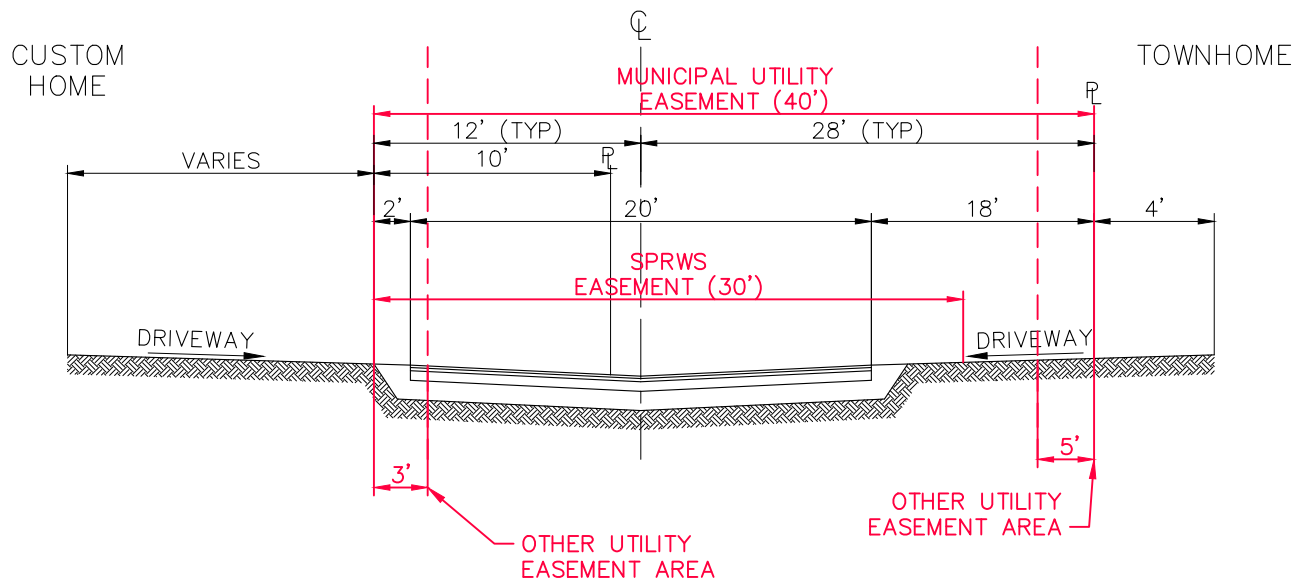
**RYAN**

HIGHLAND  
*Bridge*

DATE: 3-8-21  
DRAWN BY: BJP  
SCALE: NTS



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## EXHIBIT B

WESTERN HIGHLAND BRIDGE - BLOCK 2  
HIGHLAND BRIDGE ROWHOMES - OUTLOT B

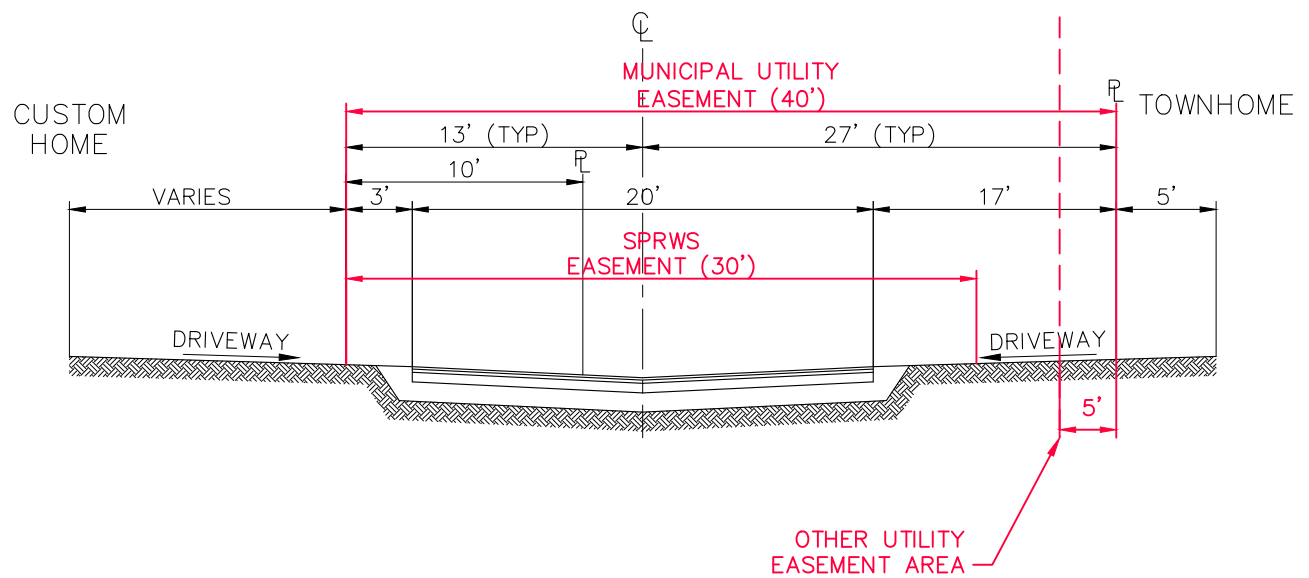
**RYAN**

HIGHLAND  
*Bridge*

DATE: 3-8-21  
DRAWN BY: BJP  
SCALE: NTS



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## EXHIBIT B

WESTERN HIGHLAND BRIDGE - BLOCK 3  
FORD - LOT 2, BLOCK 19

**RYAN**

HIGHLAND  
*Bridge*

DATE: 3-8-21  
DRAWN BY: BJP  
SCALE: NTS



The diagram illustrates the layout of a property with a central road and two adjacent lots. The central road is 20' wide. The left lot is 14' (TYP) wide, and the right lot is 26' (TYP) wide. The total width of the lots is 40'. The diagram shows various setbacks and easements:

- Custom Home Lot (Left):**
  - Setback from the road: 4' (TYP)
  - Setback from the townhome lot: 10' (TYP)
  - Setback from the driveway: 16' (TYP)
  - Setback from the townhome lot: 5' (TYP)
- Townhome Lot (Right):**
  - Setback from the road: 5' (TYP)
  - Setback from the driveway: 16' (TYP)
  - Setback from the townhome lot: 5' (TYP)
- Easements:**
  - Municipal Utility Easement (40'):** A red line indicating a 40' wide easement across the top of the lots.
  - SPRWS Easement (30'):** A red line indicating a 30' wide easement across the middle of the lots.
  - Other Utility Easement Area:** A red line indicating an area at the bottom of the lots.
- Driveways:** Two driveways are shown, one on each side of the road, with arrows indicating the direction of travel.
- Property Labels:** "CUSTOM HOME" is on the left, and "TOWNHOME" is on the right.





## CONSENT OF MORTGAGEE

Wells Fargo Bank, National Association, a national banking association, ("**Mortgagee**"), is the holder of a mortgage granted by Project Paul LLC, a Minnesota limited liability company ("**Mortgagor**") against certain portions of the Property, as legally described on Exhibit A and Exhibit B. Mortgagee hereby consents to and subjects its interest in said Property to the foregoing Municipal Utility and Water Services Easement Agreement dated \_\_\_\_\_, 2021.

WELLS FARGO BANK NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_  
Name: John Rent  
Its: Vice President

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by John Rent, the Vice President of Wells Fargo Bank National Association, a national banking association, on behalf of the association.

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

This Consent Drafted By:  
Ryan Companies US, Inc. (AEW)  
533 South Third Street, Suite 100  
Minneapolis, MN 55415