

Exhibit I

Form of Central Stormwater Easement

Central Stormwater and Open Space Easement Agreement (Ford Site)

This Central Stormwater and Open Space Easement Agreement (“Agreement”) is made and entered into effective as of December __, 2019 by and between PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (“Owner”) and the CITY OF SAINT PAUL, MINNESOTA, a Minnesota statutory city (the “City”).

Recitals:

A. Owner is the owner of certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described in the attached **Exhibit A-1** (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 (the “Redevelopment Area”).

B. The Redevelopment Area and the Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) and that certain Site Improvement Performance Agreement (the “Site Improvement Performance Agreement”), each dated December __, 2019 and each entered into by and among Owner, the City, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), pursuant to which Owner will construct and install certain infrastructure improvements within the Redevelopment Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, Owner has agreed to (i) improve that portion of the Property depicted on **Exhibit A-2** (the “Central Stormwater Easement Area”) with certain improvements and infrastructure which facilitate the collection, retention, treatment, and distribution of stormwater, including all depressions, associated pipes, routes, areas, devices, and other improvements on the Property used or maintained for the treatment, drainage and collection of stormwater, as such improvements and infrastructure will be designed and engineered in accordance with the Site Improvement Performance Agreement (the “Central Stormwater Utility”) and (ii) improve that portion of the Property adjoining and surrounding the Central Stormwater Utility and depicted on **Exhibit A-3** (the “Central Open Space Easement Area”) for use as a privately-owned, publicly-accessible open space (the “Central Open Space Feature”), all upon the terms and conditions set forth in this Agreement.

E. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have agreed to enter into this Agreement to provide for (i) Owner's grant of an easement to the City to allow for the City's occupancy of and access to the Central Stormwater Easement Area and for the operation, maintenance, repair, and replacement of the Central Stormwater Utility, and (ii) the City's obligation to operate, manage, and maintain the Central Stormwater Utility.

F. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have also agreed to enter into this Agreement to provide easements for stormwater overflow and pedestrian access over and upon the Central Open Space Feature and to impose certain no-build covenants with respect to the Central Open Space Feature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

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

2. Stormwater Easement.

(a) Grant of Easement. Subject to the terms and conditions of this Agreement, Owner hereby grants and conveys to the City, a perpetual, exclusive easement over, across, under and through the Central Stormwater Easement Area, for the purposes of (i) stormwater drainage, retention, detention, treatment, distribution, collection, and management (ii) placement and occupancy of the Central Stormwater Utility improvements, and (iii) reasonable access over, under, upon, and through the Central Stormwater Easement Area for the operation, maintenance, repair, replacement of the Central Stormwater Utility. This easement includes the right of the City, its contractors, employees, agents, to: (A) route, transfer, and direct stormwater from parcels within the Redevelopment Area to the Central Stormwater Feature, in the amount and to the extent provided in the final engineered plans and specifications for the Central Stormwater Feature as approved in accordance with the Site Improvement Performance Agreement and (B) the reasonable right to enter the Property for the purposes of carrying out its obligations under below.

(b) City's Maintenance Obligations. The City shall, at its sole cost and expense, operate, maintain and repair the Central Stormwater Utility in a condition and similar manner to that of comparable stormwater facilities located within the Minneapolis-Saint Paul metropolitan area and in accordance with all relevant rules, laws, and/or regulations governing the operation and maintenance of stormwater facilities (including, without limitation, as the same may be promulgated by the local watershed district). Without limiting the generality of the foregoing, such maintenance shall include [(i) maintaining the water quality treatment and removal efficiency of the Central Stormwater Utility; (ii) the repair and removal of sediment, trash, debris, and other pollutants from the Central Stormwater Utility and all related pre-treatment devices; (iii) the periodic removal of sedimentation within the pre-treatment device and any structures upstream of the Central Stormwater Feature; (iv) the removal of any blockage within the Central Stormwater Utility that may impede the drainage of the site, and (v) control weeds and noxious species located in and around the Central Stormwater Utility] [Maintenance requirements to be confirmed engineer following final design of the Central Stormwater Utility]. If, as a result of any such maintenance or repair of the Central Stormwater Utility, the Central Open Space Feature or the improvements located thereon are damaged or destroyed, the City shall, at its sole cost and expense, restore the affected portion of the Central Open Space Feature to a condition equal to or better, to the extent practical, than the condition which existed prior to the commencement of such work.

3. Public Access Easement.

(a) Declaration of Easement. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual, non-exclusive easement over and across the exterior, ground level of Central Open Space Easement Area for the purpose of the general public utilizing the Central Open Space Feature for pedestrian access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Central Open Space Feature by bicycles, segways, rollerblades, skateboards, scooters or other wheeled or motorized devices (other than wheelchairs). This easement also includes the right of the City to allow the stormwater within the Central Stormwater Utility to temporary overflow and encroach onto the Central Open Space Easement Area in a manner consistent with the engineering specifications of the Central Stormwater Utility as set forth in the Site Improvement Performance Agreement.

(b) Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(i) Owner reserves and retains the right at any time and from time to time to exclude and restrain any person or entity who is not a Permittee (defined below) from using the Central Open Space Feature. As used in this Agreement, “Permittee” means any individual persons, other than those engaged in civic, public, charitable or political activities, including, without limitation, (A) exhibiting any placard, sign or notice, (B) distributing any circular, handbill, placard or booklet, (C) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes, (D) parading, picketing or demonstrating, or (E) failing to follow reasonable rules and regulations established by Owner relating to the use and operation of the Central Open Space Feature, including reasonable hours of operation, which hours may be consistent with hours of operation maintained by the City for public parks operated by the City.

(ii) Owner reserves and retains the right to temporarily close off portions of the Central Open Space Feature and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Central Open Space Feature) for such period as shall be reasonably necessary in connection with any emergency, alteration, redevelopment, construction, repair or maintenance of the Property and adjacent property or in order to ensure either safety of persons or protection of property.

(iii) Owner reserves and retains any and all other property and use rights in and to the Central Open Space Feature (including, without limitation, the right to grant other easements over, under and upon the Central Open Space Feature), so long as such use does not materially and unreasonably interfere with the Central Stormwater Utility easement or the passage and accommodation of pedestrians (it being expressly understood that the use of the Central Open Space Feature for underground utilities, pedestrian traffic, landscaping and/or signage shall be deemed not to materially interfere with such passage or accommodation).

Notwithstanding an earlier grant of the easements described in Section 2 and Section 3, the rights and obligations of the City and public, as applicable, with respect to such easements will only commence upon delivery and acceptance, as applicable, of the Central Stormwater Utility and/or Central Stormwater Feature in accordance with the Site Improvement Performance Agreement.

4. No-Build Restriction. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual restriction over and above the Central Open Space Feature so as to prohibit Owner

from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Central Open Space Feature (the “No Build Restriction”); provided, however, that this No Build Restriction shall not prevent the Central Open Space Feature from being used as or improved with sidewalks, plazas, patios, walkways, other surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage. Furthermore, and notwithstanding the foregoing, Owner may, from time to time, request that the City consent to a modification to the No Build Restriction in order to construct any amenity or permanent structures within the Central Open Space Feature which is ancillary to and consistent with the public benefit of the easement rights granted under Section 3 (e.g., a small restaurant, an ice skating rink, a kayak rental facility), and the City shall not unreasonably deny, condition, or delay its consent to any such a modification. Notwithstanding the above, the City must have access to the Central Stormwater Utility in conformance with the grant and maintenance specified in Section 2 above. If any structure located on the Property to which the City has not consented to in accordance with this section impairs the City’s easement, specifically the grant and maintenance described in Section 2 above, then following reasonable prior notice to Owner and a reasonable opportunity to cure, the City may remove such structure at Owner’s expense, or the Owner will remove, and any restoration (other than superficial, surface restoration) will be at no cost to the City. If the City consents to any such modification, Owner may execute and record an amendment to this Agreement setting forth the modification to the No Build Restriction in a form mutually acceptable to Owner and the City, and, upon Owner’s request, the City shall join in the execution and delivery of such amendment.

5. Relocating and Documenting Easements. If, following the actual construction of the Central Stormwater Utility and Central Open Space Feature in accordance with the Site Improvement Performance Agreement, the easements hereby granted, declared, and created are incorrectly described and/or defined with respect to location or width, either the Owner or the City may prepare and document such descriptions or such accurate descriptions in a supplement to this Agreement (a “Defining Supplement”) and the other party agrees to execute and deliver such Defining Supplement in recordable form within 45 days of receipt by each such other party of information (such as a licensed surveyor’s certification) that the descriptions are accurate and complete; unless within said 45 days such other party objects in writing to such Defining Supplement as not conforming to and/or is inconsistent with the provisions of this Agreement, the Redevelopment Agreement, and/or the Site Improvement Performance Agreement, and sets forth the ways in which such Defining Supplement is so non-conforming and/or inconsistent. If one of the parties objects to the initial Defining Supplement, the parties have 90 days from the receipt of the first Defining Supplement to reach an agreement. If the parties are unable to reach an agreement, then within this 90-day negotiation period a representative of the Owner and the City’s Public Works Director shall meet in an attempt to reach an agreement on the Defining Supplement. Then, and only then, if no agreement, may either party bring an action per Section 12 below. If, after request and failure of any party to execute a Defining Supplement that conforms to and is consistent with this Agreement, a requesting party may bring an action per Section 12 below. The party requesting such documentation shall pay the cost of preparing and filing or recording such documentation, but each party shall be responsible for its own legal and other consultants’ costs, if any, in assuring itself that the descriptions are accurate, complete, conform to and are consistent with the provisions of this Agreement.

6. No Waiver. The failure of Owner or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Owner or the City may have hereunder, at law or in equity, or respecting third-party claims, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

7. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall 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 Owner: The address of record for real property tax assessment notices with respect to the Property.
- 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

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.

8. Not a Public Dedication. Except for the rights specifically granted in this Agreement, nothing in this Agreement shall 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.

9. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Owner, such that the provisions of this Agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

10. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and Owner has the full, unrestricted and exclusive legal right and power to enter into this Agreement. This Agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any lender.

11. Amendment. Except as otherwise provided herein, the provisions of this Agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and Owner.

12. 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 City and Owner hereby consent to personal jurisdiction and venue in the foregoing court. The City and Owner hereby waive trial by jury for any litigation arising out of this Agreement.

13. Attorneys' Fees. Subject to the exclusion of costs set forth in Section 6 above, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's immunity or the immunity of the City's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's liability or the liability of the City's employees, consultants and independent contractors. By entering into this Agreement, the City do not waive any rights, protections, or limitations as provided under law and equity for the City, or of their respective employees, consultants and contractors.

15. City Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's regulatory authority.

16. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation,
its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation, the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

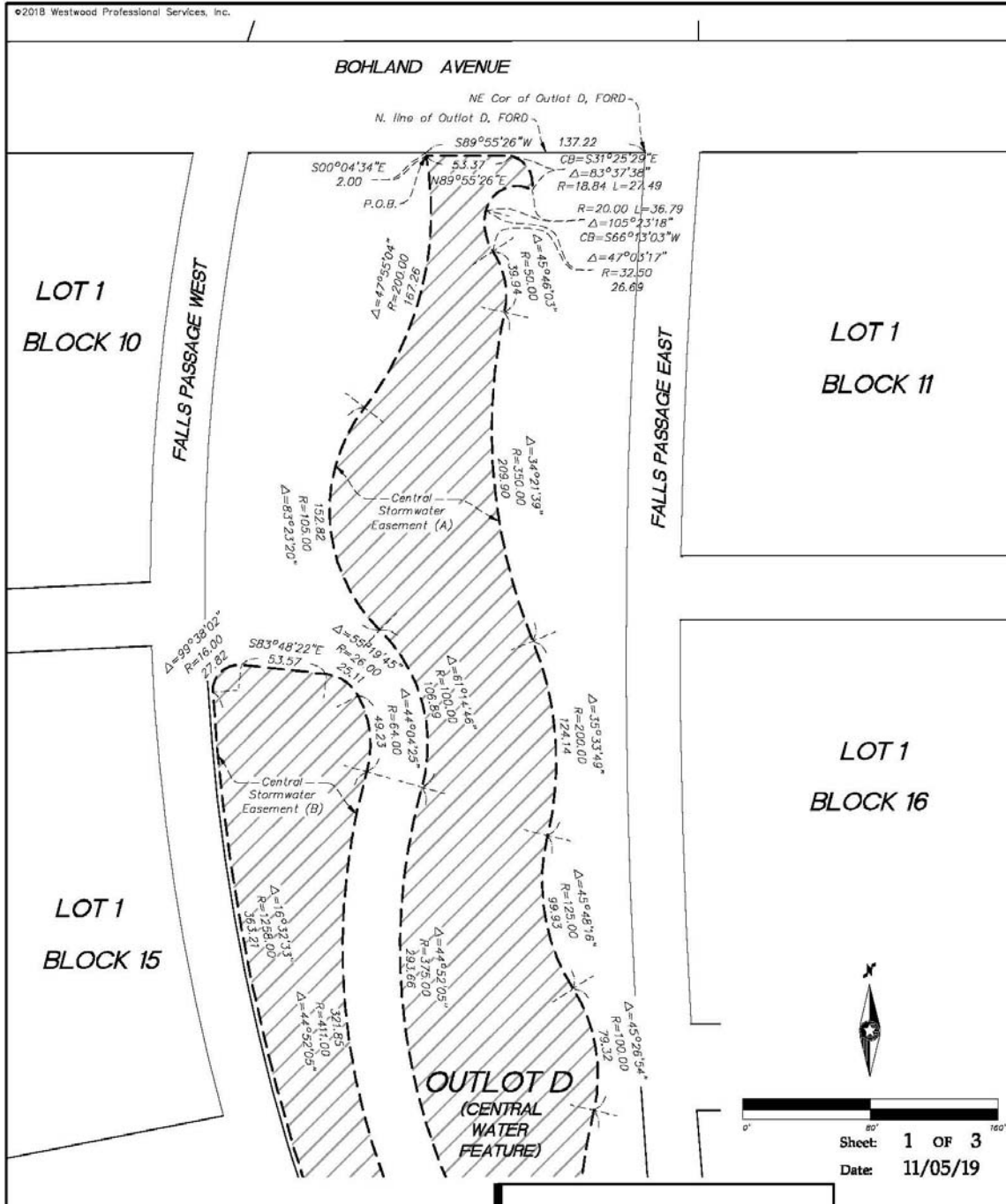
Exhibit A-1

Legal Description of the Property

Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit A-2

Depiction of Central Stormwater Easement Area and Central Stormwater Utility



Westwood

Phone (651) 927-6100 12701 Whitewater Drive, Suite 400
 Fax (651) 927-6922 Minneapolis, MN 55438
 Toll Free (888) 927-6100 www.westwood.com
 Westwood Professional Services, Inc.

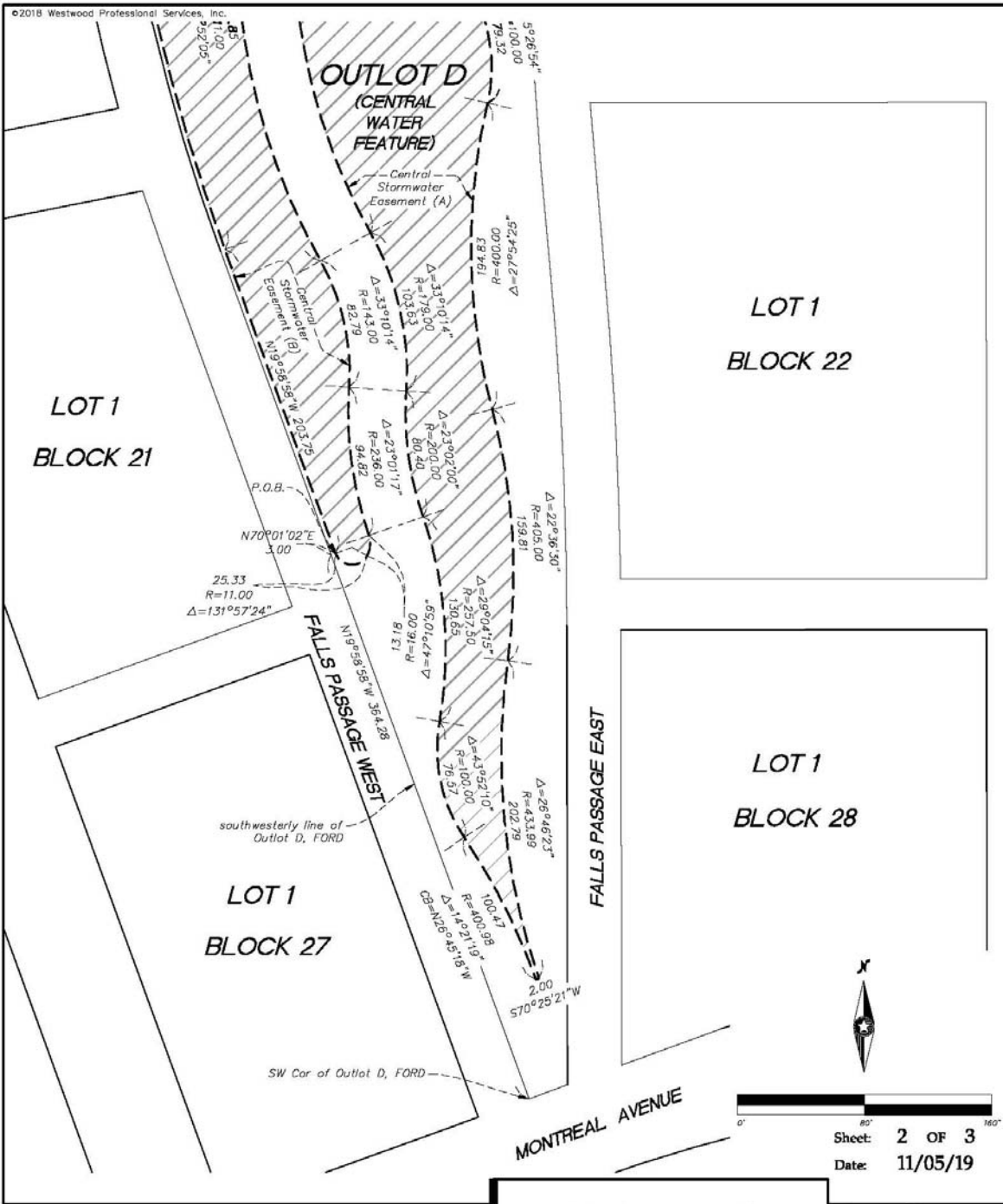
Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

Project Paul

St. Paul, Minnesota

Central Stormwater Easement Exhibit

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Westwood <small>Phone (652) 927-2160 12791 W. Riverwater Drive, Suite #010 Fax (652) 927-6122 Minneapolis, MN 55434 Toll Free (888) 927-6161 westwoodps.com Westwood Professional Services, Inc.</small>	Crew:		Project Paul St. Paul, Minnesota	Central Stormwater Easement Exhibit
	Checked:	NHC		
	Drawn:	BTW		
	Record Drawing by/date:			

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Central Stormwater Easement (A) Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Outlot D; thence South 89 degrees 55 minutes 26 seconds West, assumed bearing along the North line of said Outlot D, a distance of 137.22 feet; thence South 00 degrees 04 minutes 34 seconds East, a distance of 2.00 feet to the point of beginning; thence North 89 degrees 55 minutes 26 seconds East, a distance of 53.37 feet; thence Southeasterly, along a non-tangential curve, concave to the Southwest, having a central angle of 83 degrees 37 minutes 38 seconds, a radius of 18.84 feet for an arc distance of 27.49 feet; the chord of said curve bears South 31 degrees 25 minutes 29 seconds East; thence Southwesterly, along a non-tangential curve, concave to the Southeast, having a central angle of 105 degrees 23 minutes 18 seconds, a radius of 20.00 feet for an arc distance of 36.79 feet; the chord of said curve bears South 66 degrees 13 minutes 3 seconds West to a point of compound curve; thence Southerly, having a central angle of 47 degrees 3 minutes 17 seconds and a radius of 32.50 feet for an arc distance of 26.69 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 46 minutes 3 seconds and a radius of 50.00 feet for an arc distance of 39.94 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 34 degrees 21 minutes 39 seconds and a radius of 350.00 feet for an arc distance of 209.90 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 35 degrees 33 minutes 49 seconds and a radius of 200.00 feet for an arc distance of 124.14 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 48 minutes 16 seconds and a radius of 125.00 feet for an arc distance of 99.93 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 26 minutes 54 seconds and a radius of 100.00 feet for an arc distance of 79.32 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 27 degrees 54 minutes 25 seconds and a radius of 400.00 feet for an arc distance of 194.83 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 22 degrees 36 minutes 30 seconds and a radius of 405.00 feet for an arc distance of 159.81 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 26 degrees 46 minutes 23 seconds and a radius of 433.99 feet for an arc distance of 202.79 feet; thence South 70 degrees 25 minutes 21 seconds West, not tangent to said curve, a distance of 2.00 feet; thence Northwesterly, along a non-tangential curve, concave to the Southwest, having a central angle of 14 degrees 21 minutes 19 seconds, a radius of 400.98 feet for an arc distance of 100.47 feet; the chord of said curve bears North 26 degrees 45 minutes 18 seconds West to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 43 degrees 52 minutes 10 seconds and a radius of 100.00 feet for an arc distance of 76.57 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 29 degrees 4 minutes 15 seconds and a radius of 257.50 feet for an arc distance of 130.65 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 23 degrees 2 minutes 0 seconds and a radius of 200.00 feet for an arc distance of 80.40 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 179.00 feet for an arc distance of 103.63 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 375.00 feet for an arc distance of 293.66 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 61 degrees 14 minutes 46 seconds and a radius of 100.00 feet for an arc distance of 106.89 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 83 degrees 23 minutes 20 seconds and a radius of 105.00 feet for an arc distance of 152.82 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 47 degrees 55 minutes 4 seconds and a radius of 200.00 feet for an arc distance of 167.26 feet to the point of beginning.

Area: 76,519 sf or 1.76 ac

Central Stormwater Easement (B) Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southwest corner of said Outlot D; thence North 19 degrees 58 minutes 58 seconds West, assumed bearing along the Southwesterly line of said Outlot D, a distance of 364.28 feet; thence North 70 degrees 01 minutes 02 seconds East, a distance of 3.00 feet to the point of beginning; thence North 19 degrees 58 minutes 58 seconds West, a distance of 203.75 feet; thence Northerly, along a tangential curve, concave to the East, having a central angle of 16 degrees 32 minutes 33 seconds, a radius of 1,258.00 feet for an arc distance of 363.21 feet to a point of compound curve; thence Northeasterly, having a central angle of 99 degrees 38 minutes 2 seconds and a radius of 16.00 feet for an arc distance of 27.82 feet; thence South 83 degrees 48 minutes 22 seconds East, a distance of 53.57 feet; thence Southeasterly, along a tangential curve, concave to the Southwest, having a central angle of 55 degrees 19 minutes 45 seconds, a radius of 26.00 feet for an arc distance of 25.11 feet to a point of compound curve; thence Southerly, having a central angle of 44 degrees 4 minutes 25 seconds and a radius of 64.00 feet for an arc distance of 49.23 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 411.00 feet for an arc distance of 321.85 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 143.00 feet for an arc distance of 82.79 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 23 degrees 01 minute 17 seconds and a radius of 236.00 feet for an arc distance of 94.82 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 47 degrees 10 minutes 59 seconds and a radius of 16.00 feet for an arc distance of 13.18 feet to a point of compound curve; thence Westerly, having a central angle of 131 degrees 57 minutes 24 seconds and a radius of 11.00 feet for an arc distance of 25.33 feet to the point of beginning.

Area: 32,764 sf or 0.75 ac

Sheet: 3 OF 3
Date: 11/05/19

Westwood
Phone (621) 927-2161 12701 W/Reverter Dr., Suite #010
 Fax (621) 927-6122 Minneapolis, MN 55434
 Toll Free (888) 927-6161 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

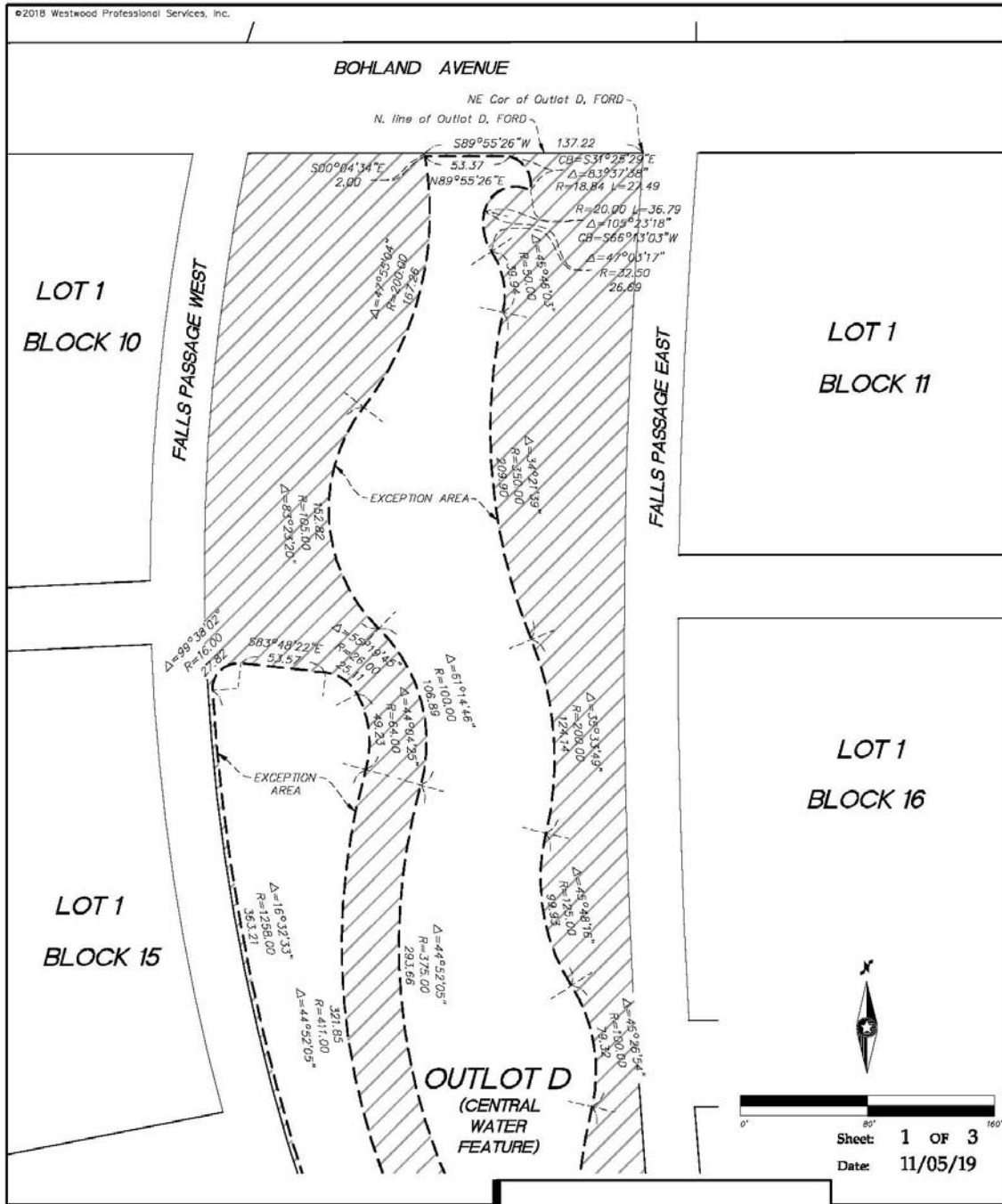
Project Paul
 St. Paul, Minnesota

Central Stormwater Easement Exhibit

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Exhibit A-3

Depiction of Central Open Space Easement Area and Central Open Space Feature



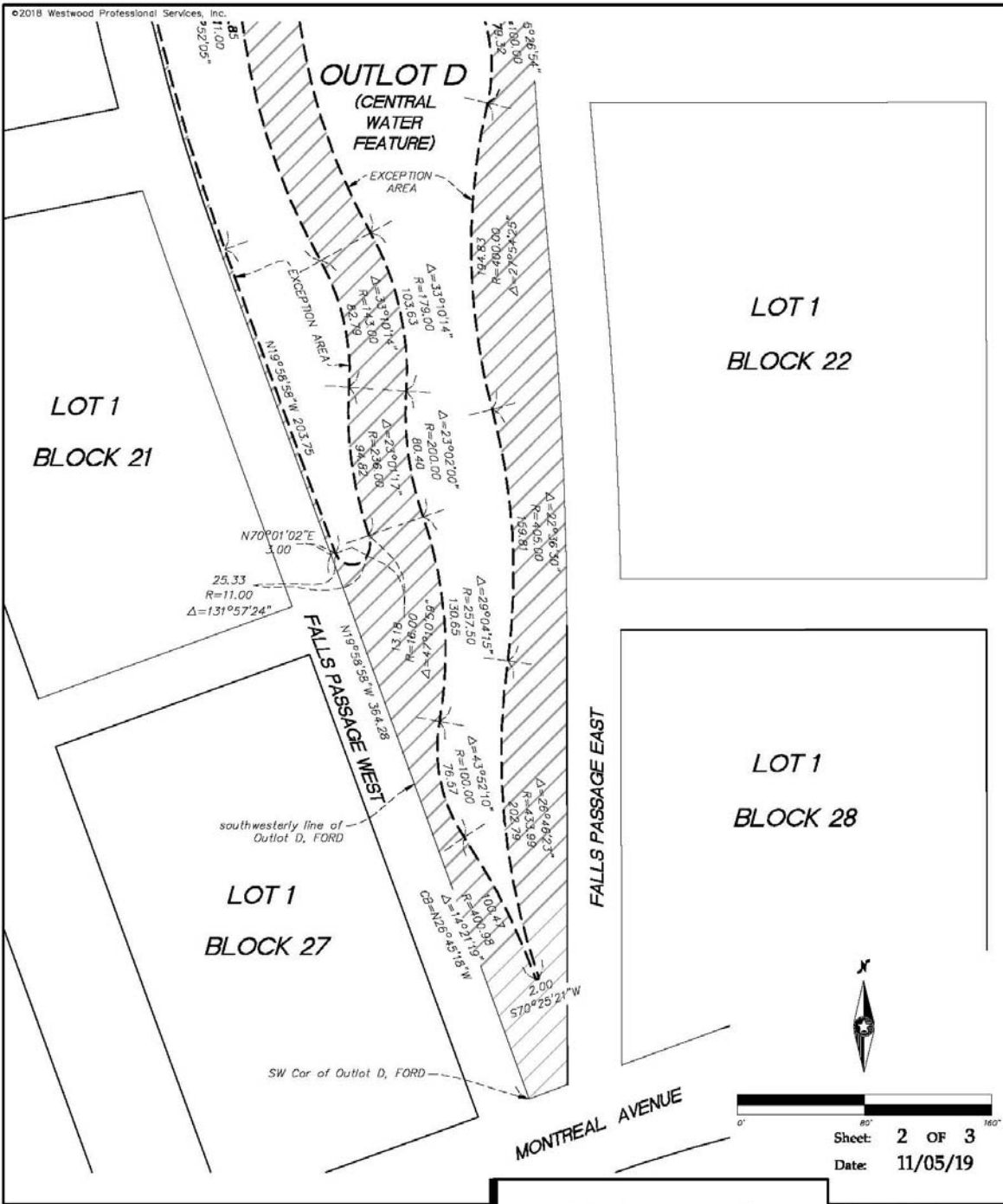
Westwood
 Phone (651) 627-4188 12701 Whiteoak Drive, Suite 400
 Fax (651) 627-6122 Minneapolis, MN 55424
 Toll Free (888) 637-6188 www.westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

Project Paul
 St. Paul, Minnesota

Central Open Space Easement Area Exhibit

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Westwood
 Phone: (652) 927-2160 12791 W. Riverwater Drive, Suite 4000
 Fax: (652) 927-6122 Minneapolis, MN 55434
 Toll Free: (818) 927-6161 westwoodps.com
 Westwood Professional Services, Inc.

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Project Paul
 St. Paul, Minnesota

Central Open Space Easement Area Exhibit

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Central Open Space Easement Area Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, EXCEPTION THEREFROM that part described as follows:

Commencing at the northeast corner of said Outlot D; thence South 89 degrees 55 minutes 26 seconds West, assumed bearing along the North line of said Outlot D, a distance of 137.22 feet; thence South 00 degrees 04 minutes 34 seconds East, a distance of 2.00 feet to the point of beginning; thence North 89 degrees 55 minutes 26 seconds East, a distance of 53.37 feet; thence Southeasterly, along a non-tangential curve, concave to the Southwest, having a central angle of 83 degrees 37 minutes 38 seconds, a radius of 18.84 feet for an arc distance of 27.49 feet; the chord of said curve bears South 31 degrees 25 minutes 29 seconds East; thence Southwesterly, along a non-tangential curve, concave to the Southeast, having a central angle of 105 degrees 23 minutes 18 seconds, a radius of 20.00 feet for an arc distance of 36.79 feet; the chord of said curve bears South 66 degrees 13 minutes 3 seconds West to a point of compound curve; thence Southerly, having a central angle of 47 degrees 3 minutes 17 seconds and a radius of 32.50 feet for an arc distance of 26.69 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 46 minutes 3 seconds and a radius of 50.00 feet for an arc distance of 39.94 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 34 degrees 21 minutes 39 seconds and a radius of 350.00 feet for an arc distance of 209.90 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 35 degrees 33 minutes 49 seconds and a radius of 200.00 feet for an arc distance of 124.14 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 48 minutes 16 seconds and a radius of 125.00 feet for an arc distance of 99.93 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 26 minutes 54 seconds and a radius of 100.00 feet for an arc distance of 79.32 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 27 degrees 54 minutes 25 seconds and a radius of 400.00 feet for an arc distance of 194.83 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 22 degrees 36 minutes 30 seconds and a radius of 405.00 feet for an arc distance of 159.81 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 26 degrees 46 minutes 23 seconds and a radius of 433.99 feet for an arc distance of 202.79 feet; thence South 70 degrees 25 minutes 21 seconds West, not tangent to said curve, a distance of 2.00 feet; thence Northwesterly, along a non-tangential curve, concave to the Southwest, having a central angle of 14 degrees 21 minutes 19 seconds, a radius of 400.98 feet for an arc distance of 100.47 feet; the chord of said curve bears North 26 degrees 45 minutes 18 seconds West to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 43 degrees 52 minutes 10 seconds and a radius of 100.00 feet for an arc distance of 76.57 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 29 degrees 4 minutes 15 seconds and a radius of 257.50 feet for an arc distance of 130.65 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 23 degrees 2 minutes 0 seconds and a radius of 200.00 feet for an arc distance of 80.40 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 179.00 feet for an arc distance of 103.63 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 375.00 feet for an arc distance of 293.66 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 61 degrees 14 minutes 46 seconds and a radius of 100.00 feet for an arc distance of 106.89 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 83 degrees 23 minutes 20 seconds and a radius of 105.00 feet for an arc distance of 152.82 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 47 degrees 55 minutes 4 seconds and a radius of 200.00 feet for an arc distance of 167.26 feet to the point of beginning.

AND EXCEPTING

Commencing at the southwest corner of said Outlot D; thence North 19 degrees 58 minutes 58 seconds West, assumed bearing along the Southwesterly line of said Outlot D, a distance of 364.28 feet; thence North 70 degrees 01 minutes 02 seconds East, a distance of 3.00 feet to the point of beginning; thence North 19 degrees 58 minutes 58 seconds West, a distance of 203.75 feet; thence Northerly, along a tangential curve, concave to the East, having a central angle of 16 degrees 32 minutes 33 seconds, a radius of 1,258.00 feet for an arc distance of 363.21 feet to a point of compound curve; thence Northeasterly, having a central angle of 99 degrees 38 minutes 2 seconds and a radius of 16.00 feet for an arc distance of 27.82 feet; thence South 83 degrees 48 minutes 22 seconds East, a distance of 53.57 feet; thence Southeasterly, along a tangential curve, concave to the Southwest, having a central angle of 55 degrees 19 minutes 45 seconds, a radius of 26.00 feet for an arc distance of 25.11 feet to a point of compound curve; thence Southerly, having a central angle of 44 degrees 4 minutes 25 seconds and a radius of 64.00 feet for an arc distance of 49.23 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 411.00 feet for an arc distance of 321.85 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 143.00 feet for an arc distance of 82.79 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 23 degrees 01 minute 17 seconds and a radius of 236.00 feet for an arc distance of 94.82 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 47 degrees 10 minutes 59 seconds and a radius of 16.00 feet for an arc distance of 13.18 feet to a point of compound curve; thence Westerly, having a central angle of 131 degrees 57 minutes 24 seconds and a radius of 11.00 feet for an arc distance of 25.33 feet to the point of beginning.

Area: 127,827 sf or 2.93 ac

Sheet: **3 OF 3**
Date: **11/05/19**

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Crew: _____
 Checked: **NHC**
 Drawn: **BTW**
 Record Drawing by/date: _____

Project Paul
 St. Paul, Minnesota

Central Open Space Easement Area Exhibit

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