

## **Exhibit K**

### **Form of Civic Square Easement**

#### **Civic Square Easement Agreement (Ford Site)**

This Civic Square 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 and depicted in the attached **Exhibit A** (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 improve the surface of the Property for use as a privately-owned, publicly-accessible open space (the “Civic Square”) to be owned, operated, and maintained by Owner, 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 easements for pedestrian access over and upon the Civic Square and to impose certain no-build covenants with respect to the Civic Square.

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. 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 the Civic Square for the purpose of the general public utilizing the Civic Square for pedestrian access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Civic Square by bicycles, segways, rollerblades, skateboards, scooters or other wheeled or motorized devices (other than wheelchairs).

(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 Civic Square. 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 Civic Square, 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 Civic Square and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Civic Square) 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 Civic Square (including, without limitation, the right to grant other easements over, under and upon the Civic Square), so long as such use does not materially and unreasonably interfere with the passage and accommodation of pedestrians (it being expressly understood that the use of the Civic Square 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 easement described in Section 2, the rights of the City and public, as applicable, with respect to such easement will only commence upon delivery the Civic Square in accordance with the Site Improvement Performance Agreement.

3. No-Build Restriction. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual restriction over and above the Civic Square so as to prohibit Owner from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Civic Square (the "No Build Restriction"); provided, however, that this No Build Restriction shall not prevent the Civic Square 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 Civic Square 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Governing Law. 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.

9. 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.

10. 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

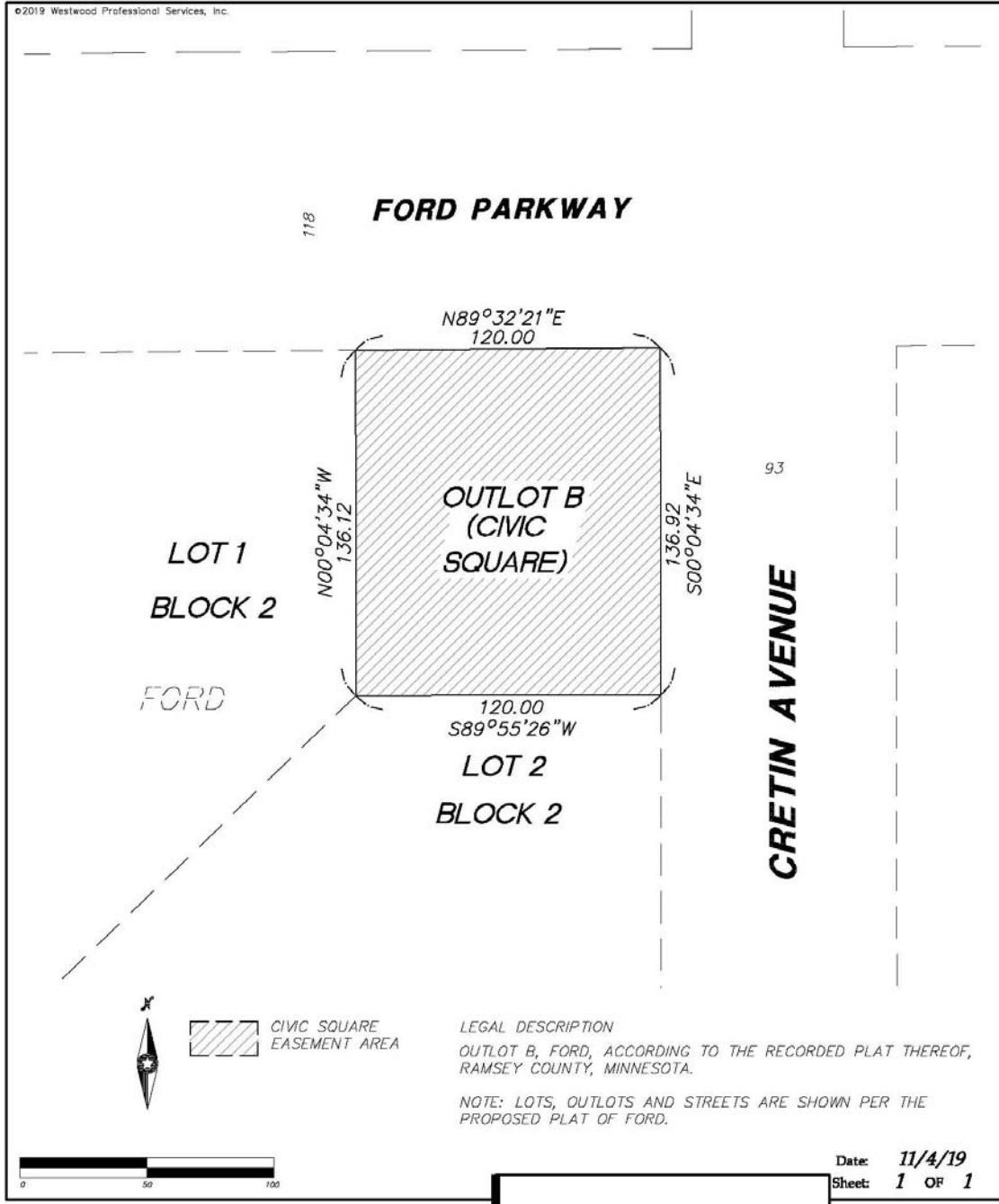
APPROVED AS TO FORM

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



**Exhibit A**

Legal Description and Depiction of the Property



**Westwood**  
 Phone (612) 337-6100 12701 Whitewater Drive, Suite 4000  
 Fax (612) 337-6100 Minneapolis, MN 55424  
 Toll-Free (816) 327-6100 westwoodps.com  
 Westwood Professional Services, Inc.

Crew: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Drawn: NC  
 Record Drawing by/date: \_\_\_\_\_

**Project Paul**  
 St. Paul, Minnesota

**Civic Square  
Easement**  
 Exhibit

0015917ESF04 Civic Space.dwg