

Exhibit L

Form of Civic Plaza Easement

Civic Plaza Easement Agreement
(Ford Site)

This Civic Plaza 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 (i) improve the surface of the Property for use as a privately-owned, publicly-accessible open space (the “Civic Plaza”) to be owned, operated, and maintained by Owner and (ii) improve the subsurface portion of the Property with certain improvements and infrastructure to facilitate the collection, retention, treatment, and distribution of stormwater, including all 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 “Civic Plaza Stormwater Utility”) to be operated and maintained by the City, 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 Civic Plaza Easement

Area and for the operation, maintenance, repair, and replacement of the Civic Plaza Stormwater Utility, and (ii) the City's obligation to operate, manage, and maintain the Civic Plaza 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 Civic Plaza and to impose certain no-build covenants with respect to the Civic Plaza.

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 Civic Plaza Easement Area, for the purposes of (i) stormwater drainage, retention, detention, treatment, distribution, collection, and management (ii) placement and occupancy of the Civic Plaza Stormwater Utility improvements, and (iii) reasonable access over, under, upon, and through the Civic Plaza Easement Area for the operation, maintenance, repair, replacement of the Civic Plaza 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 Civic Plaza Stormwater Utility, in the amount and to the extent provided in the final engineered plans and specifications for the Civic Plaza Stormwater Utility 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 Civic Plaza 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 Civic Plaza Stormwater Utility; (ii) the repair and removal of sediment, trash, debris, and other pollutants from the Civic Plaza 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 Civic Plaza Stormwater Utility; (iv) the removal of any blockage within the Civic Plaza Stormwater Utility that may impede the drainage of the site, and (v) control weeds and noxious species located in and around the Civic Plaza Stormwater Utility.] [Maintenance requirements to be confirmed engineer following final design of the Civic Plaza Stormwater Utility] If, as a result of any such maintenance or repair of the Civic Plaza Stormwater Utility, the Civic Plaza or the improvements located thereon are damaged or destroyed, the City shall, at its sole cost and expense, restore the affected portion of the Civic Plaza 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 Civic Plaza Easement Area for the purpose of the general public utilizing the Civic Plaza for pedestrian

access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Civic Plaza 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 Plaza. 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 Plaza, 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 Plaza and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Civic Plaza) 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 Plaza (including, without limitation, the right to grant other easements over, under and upon the Civic Plaza), so long as such use does not materially and unreasonably interfere with the Civic Plaza Stormwater Utility Easement or the passage and accommodation of pedestrians (it being expressly understood that the use of the Civic Plaza 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 Civic Plaza Stormwater Utility and/or Civic Plaza 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 Civic Plaza so as to prohibit Owner from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Civic Plaza (the "No Build Restriction"); provided, however, that this No Build Restriction shall not prevent the Civic Plaza 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 Plaza 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 Civic Plaza

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 Civic Plaza Stormwater Utility 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.
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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 _____

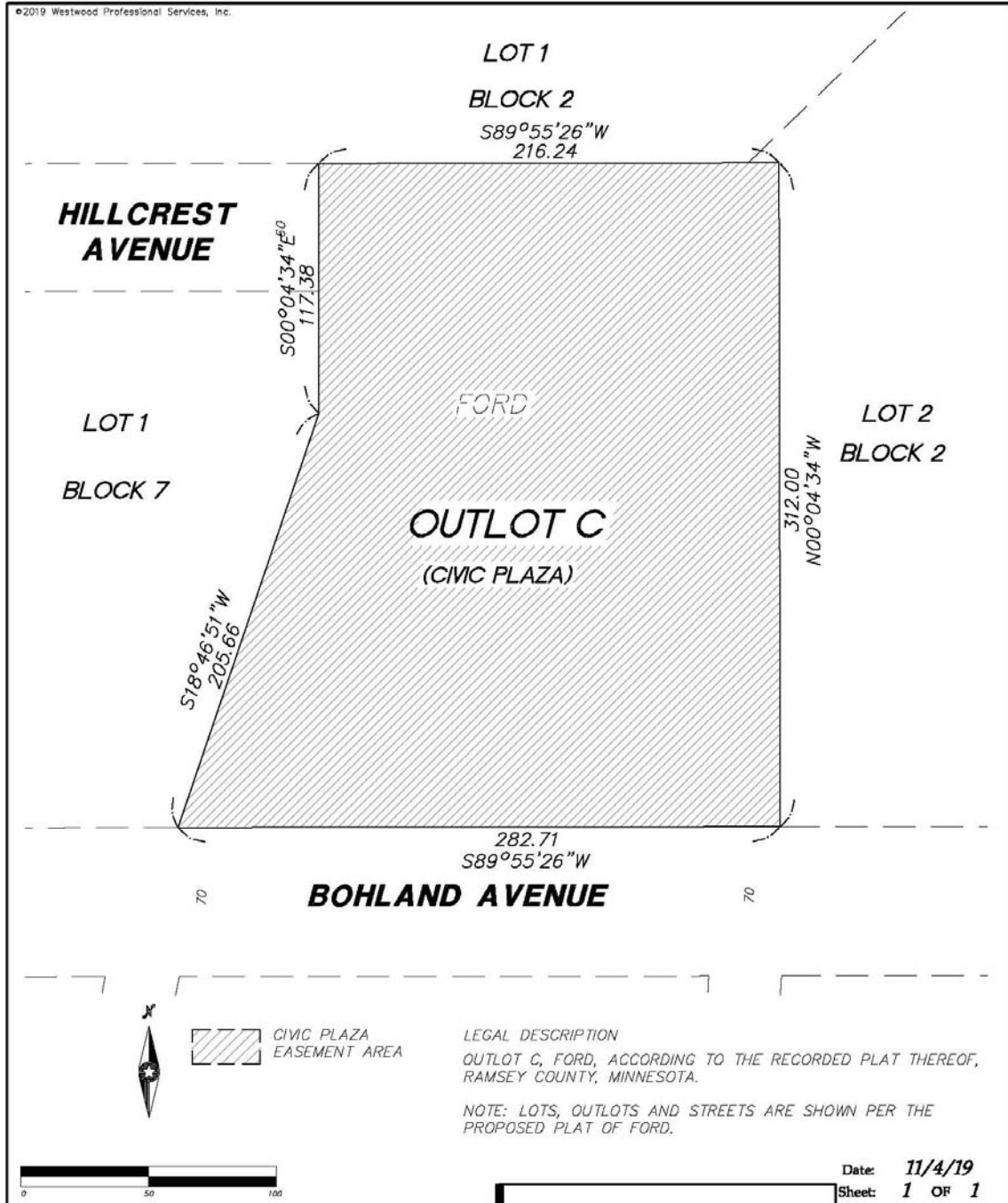
STATE OF _____)
) ss.
COUNTY OF _____)

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

Legal Description and Depiction of the Property



Westwood

Phone: (62)927-6166 12701 Whitestar Drive, Suite 200
Fax: (62)927-6122 Minneapolis, MN 55434
Toll-Free: (855)927-6166 www.westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

St. Paul, Minnesota

**Civic Plaza
Easement**

Exhibit

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