

Exhibit R

Form of Outlot A Use and Maintenance Agreement

PRIVATE ALLEY USE AND MAINTENANCE EASEMENT

OUTLOT A

THIS USE AND MAINTENANCE EASEMENT (this "Easement") is made and entered into effective December __, 2019 (the "Effective Date"), between the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City" or "Grantor") and PROJECT PAUL, LLC, a Delaware limited liability company ("Developer" or "Grantee"), and which, collectively are hereinafter referred to as "Parties".

Recitals:

A. The Developer is the owner of certain real property situated in the city of Saint Paul (the "City"), 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 (the "Redevelopment Area").

B. Developer has caused the Property to be subdivided into the lots, blocks, and outlots shown on the plat known as Ford, Ramsey County, Minnesota, as may be amended from time to time (the "Plat").

C. The City and Developer are parties to that certain Redevelopment Agreement, dated December __, 2019 (the "Redevelopment Agreement")

D. Pursuant to the Redevelopment Agreement, the Developer agreed to convey the real estate identified as Outlot A on the Plat ("Outlot A") to the City via quit claim deed, legal description attached hereto as Exhibit "A," and the City agreed to grant Developer a non-exclusive easement for the use and maintenance of Outlot A as a private alley. "Private Alley" shall mean all structures, fixtures, personal property, and features located in the Outlot A, including, but not limited to, the pavement, lighting, signage, sidewalks, landscaping, ingress and egress points, and utilities.

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 City/Grantor and the Developer/Grantee hereby agree as follows:

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

2. Grant of Easement. Subject to the terms and conditions of this Easement, the City hereby grants and conveys to the Developer and permittees of Developer, a perpetual, non-exclusive easement over, across, under and through Outlot A, for the sole purposes of (i) ingress and egress as a service road to and from Ford Parkway and Bohland Avenue, (ii) designing, engineering, constructing the Private Alley, and (iii) access over, under, upon, and through Outlot A for the use, operation, maintenance, repair, and replacement of the Private Alley. Once constructed as part of the Vertical Development on Block 3, Outlot A may not be used for storage or as laydown space, except for, during, and due to and limited to the construction of the Private Alley.

3. Outlot A Construction. Any and all construction within Outlot A shall be in accordance with the Redevelopment Agreement, dated December __, 2019. The Private Alley drive surface must be no less than twenty feet (20') in width, unobstructed, through its entire length, unless otherwise permitted by the City in writing.

4. Signs. Any and all traffic controlling signs must be submitted for review and approval by Public Works, which approval shall not be unreasonably withheld.

5. Grantee's Maintenance Obligations. The Grantee shall, at its sole cost and expense, operate, maintain and repair the Private Alley, including the removal of snow and ice, trash, debris, contaminants or pollutants and weeds and the trimming and removal of shrubs, plants, and trees, and in accordance with all relevant rules, laws, and/or regulations.

6. Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Easement:

(a) The City reserves and retains any and all other property and use rights in Outlot A (including, without limitation, the right to grant other easements over, under and upon Outlot A), so long as such use does not materially and unreasonably interfere with the Grantee's Easement. This easement neither grants nor permits the existence of new utility easements of any kind. Grantee has no authorization or rights to grant easements or leases.

(b) The City reserves and retains all its governmental authority.

7. Public Street and Termination of Easement. Contingent upon the City deciding to convert Outlot A into a public right-of-way or street, in its sole discretion, the City may terminate this Easement in its entirety upon delivery of a written notice of City's intention to terminate the Easement to Grantee at least 180 days in advance. The Easement shall automatically terminate on the date the City in writing establishes as the easement termination date or 180 days after delivery of the written notice of City's intention to terminate, whichever is later, subject to continued reasonable access by the Grantee during any period of construction undertaken by the City to convert Outlot A into a public right-of-way or street. Furthermore, if Grantee ceases to maintain Outlot A per section 5 above for over ten (10) consecutive months, then Grantor may terminate the Easement by seeking a district court order finding that the Grantee has failed to maintain Outlot A per section 5 and declaring that the Easement is therefore terminated. In the avoidance of doubt, specific performance is the intended remedy for Grantor due to Grantee's failure to maintain.

8. Insurance and Indemnification

(a) Insurance. Grantee shall, at its sole cost and expense, obtain and continuously maintain the minimum insurance coverage set forth below with respect to its operations and completed operations and/or the respective portion of the Private Alley Project or Outlot A for so long as (i) Grantee or its successor or assigns has a possessory or use interest in Outlot A or, (ii) any portion of Outlet A is within the control of Grantee. From time to time, at the reasonable request of the City, Grantee shall furnish proof to the City that such insurance is in effect.(1) Comprehensive General Liability. Comprehensive general liability insurance with limits against bodily injury (including death) and property damage of not less than \$5,000,000 per occurrence. The following provisions shall apply to the general liability policy, as well as any umbrella policy maintained by Grantee to comply with the insurance requirements of this Article:

(i) the coverage must include Commercial Form; Premises/Operations; Contingent Liability; Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists); Products/Completed Operations; Contractual Liability Insurance; Operations of Subcontractors/Independent Contractors (if any part of the work is to be subcontracted); Broad Form Property Damage; Personal Injury; and Cross-Liability Coverage .

(ii) defense costs shall be payable in addition to policy limits;

(iii) there shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

(iv) coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

(b) Professional Liability. For and during any design and construction of the Private Alley, professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this Easement with coverage limits of not less than \$3,000,000 per occurrence. (c) All insurance policies required to be procured and maintained under this Article shall be written on an occurrence basis, unless only claims-based coverage is available or unless otherwise approved in writing by the City and Authority. All claims-based coverages shall be secured and provide insurance coverage for ten years post-termination of this Agreement.

(d) In lieu of separate policies, Grantee may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required by this Article, in which event Grantee will deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force. Any excess or umbrella policies used to meet the minimum limits required under this Article shall be at least as broad as the underlying coverage and shall otherwise follow form.

(e) All insurance required in this Article shall be obtained and continuously maintained during the periods of time required in this Article in responsible insurance companies selected by Grantee which are authorized under the laws of the State to assume the risks covered by such policies, provided, however, that such insurers shall have a minimum A.M. Best rating of "A-" or better and a financial size category of not less than "X".

(f) Grantee shall, or shall cause, each insurer to agree to give Grantee and City 30 days' prior written notice of cancellation or expiration of coverage of any policy of insurance issued by such insurer. Not less than 15 days prior to the cancellation or expiration of any policy of insurance, Grantee must provide the City evidence satisfactory to the each that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no longer a requirement for such policy under the terms of this Easement.

(g) With the exception of worker's compensation/employer's liability and professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) shall name the City as an additional insured or loss payee, as applicable.

(h) All insurance policies required to be procured and maintained by Grantee under this Article shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the City or the City Indemnified Parties may maintain, including any self-insurance or self-insured retention they may have. Any other insurance the City or the City Indemnified Parties may maintain shall be considered excess insurance only and shall not be called upon to contribute with Grantee's insurance.

(i) Grantee hereby waives all rights of subrogation against the City and the City Indemnified Parties. Each policy of insurance required of Grantee herein shall include a written waiver of subrogation in favor of the City and the City Indemnified Parties.

(j) Notwithstanding anything herein to the contrary, Grantee's failure to secure the insurance coverage set forth in this Article, failure to comply with the insurance provisions of this Article, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Easement, shall in no way relieve Grantee from the obligations of this Easement, and shall constitute a Default.

(k) The minimum insurance requirements of this Article, or any subsequent approval of Grantee's insurance by the City shall not relieve or decrease the liability of Grantee under this Easement, including the defense and indemnification obligations of Grantee set forth in this Easement.

9. Release and Indemnification Covenants by Grantee. Grantee hereby releases the City and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the "City Indemnified Parties") from, and covenants and agrees that the City and Indemnified Parties shall not be liable for, and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City and the City Indemnified Parties from and against, any and all damage to property or injury to or death of any person, loss, cost, fines, charges, damage and expenses, including reasonable attorney's fees, due to claims or demands of any kind whatsoever occurring at, about or in connection with any portion of the Outlot A or any improvements constructed thereon by Grantee or any acts or omissions of Grantee (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Easement; except (x) to the extent such loss or damage is caused by the willful misrepresentation, negligence, or intentional misconduct of the City or another City Indemnified Party.10. No Waiver. The failure of Grantee or the City to enforce any of the terms or conditions in this Easement shall not be deemed a waiver of any rights or remedies which Grantee or the City may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

11. Notices. Except as otherwise expressly provided in this Easement, a notice, demand or other communication under this Easement 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.

12. Not a Public Dedication. Except for the rights specifically granted in this Easement, nothing in this Easement 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.

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

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

15. 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 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 Easement 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 Easement.

16. 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.

17. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Easement 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 Easement 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 Easement, the City does not waive any rights, protections, or limitations as provided under law and equity for the City or of its respective employees, consultants and contractors.

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

19. 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.

20. Counterparts. This Easement 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/Grantor and Developer/Grantee have caused this Easement 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 of the Property

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