

**Exhibit S**

**Form of Woodlawn Easement**

**Boulevard Easement Agreement**  
(Ford Site)

This Boulevard Easement Agreement (this “Agreement”), is made and entered into effective as of December \_\_\_\_, 2019 by PROJECT PAUL, LLC, a Delaware limited liability company (“Grantor”), its successors and assigns, for the benefit of the city of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the “City”).

Recitals:

A. Grantor is the current owner of that certain real property located in the city of Saint Paul, county of Ramsey, state of Minnesota, and legally described on the attached as **Exhibit A** (the “Property”).

B. The City desires to use a portion of the Property for the construction and maintenance of certain sidewalks and public utilities.

C. Subject to the terms and conditions of this Agreement, Grantor is willing to grant an easement to the City for such purposes over and across that portion of the Property depicted and/or legally described on the attached **Exhibit B** (the “Easement Premises”).

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. **Grant of Easements.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to the City perpetual, non-exclusive easements over, under, upon and across the Easement Premises for the purposes of (a) public access to, and use of, the sidewalks now or in the future located thereon; (b) the City and/or any City Parties installing, maintaining, repairing, and replacing any such sidewalk improvements; and (c) the City and/or any City Parties laying, constructing, repairing, maintaining, operating, and replacing underground public utilities and appurtenances reasonably related thereto. The “City Parties” are collectively the City, its employees, agents, contractors, subcontractors, suppliers, licensees, and franchisees.

2. **Other Easement Rights and Obligations.** The City and the City Parties shall have the right of temporary ingress and egress in, to, over, through and across the Property as reasonably necessary to exercise their rights and obligations under this Agreement. Neither the City nor any City Party shall construct or place any permanent structure, building, improvement, or fixture on any part of surface of the Easement Premises except as expressly permitted by this Agreement (e.g., sidewalks). Upon completion by the City or any City Party of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any of the Easement Premises, the City shall cause the general surface of the ground to be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to such work. Any excess earth resulting from installation shall be removed from the Property and adjacent right-of-way at no cost to Grantor.

3. **Maintenance, Repair and Replacement.** The City shall be responsible for maintaining, repairing, and replacing any improvements constructed or installed in the Easement Premises pursuant to this Agreement in accordance with any and all applicable laws, ordinances and regulations, and shall keep such property in good condition and repair (including replacing sidewalks when reasonably necessary), except that Grantor shall be responsible for snow and ice removal and mowing within the Easement

Premises as if the same were public right-of-way to the extent required by and in accordance with City ordinances.

4. Reservation of Rights. Grantor has retained the right to the undisturbed use and occupancy of the Easement Premises insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided, and Grantor specifically reserves the non-exclusive right of vehicular and pedestrian ingress and egress over any sidewalks and utilities situated from time to time in the Easement Premises.

5. No Waiver. The failure of Grantor 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 Grantor 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.

6. 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.

7. 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 Grantor, 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.

8. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this agreement does not require the joinder or approval of any other person and Grantor 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 Grantor and any lender.

9. 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 Grantor and the City.

10. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be construed and governed by the laws of the state of Minnesota. 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.

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

IN WITNESS WHEREOF, Grantor and the City 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.

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

THIS DOCUMENT WAS DRAFTED BY:  
Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402-1498

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 of the Property

Lot 2, Block 8;

Lot 2, Block 9;

Lot 2, Block 14;

Park B;

Lot 2, Block 19;

Lot 1, Block 20;

Lot 2, Block 25;

Lot 1, Block 26;

Lot 2, Block 31;

Lot 1, Block 32;

Lot 2, Block 35;

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

**Exhibit B**

**Depiction and/or Legal Description of the Easement Premises**

©2019 Westwood Professional Services, Inc.

*The East 5 feet of Lot 2, Block 8;  
The West 5 feet of Lot 2 Block 9;  
The East 5 feet of Lot 2, Block 14;  
The West 5 feet of Park B;  
The East 5 feet of Lot 2, Block 19;  
The West 5 feet of Lot 1, Block 20;  
The East 5 feet of Lot 2, Block 25;  
The West 5 feet of Lot 1, Block 26;  
The East 5 feet of Lot 2, Block 31;  
The West 5 feet of Lot 1, Block 32;  
The East 5 feet of Lot 2, Block 35; AND  
The West 5 feet of Lot 1, Block 36;  
all in FORD, according to the recorded  
plat thereof, Ramsey County, Minnesota.  
Note: The above legal description will  
become valid upon the filing of the  
proposed plat of "FORD".*

Date: 11/15/19  
Sheet: 1 OF 4

**Westwood**

Phone 662.627.6160 12711 19th Avenue Drive, Suite #200  
Fax 662.627.6522 Minneapolis, MN 55425  
Toll Free 888.627.6160 westwoodps.com  
Westwood Professional Services, Inc.

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

***Project Paul***

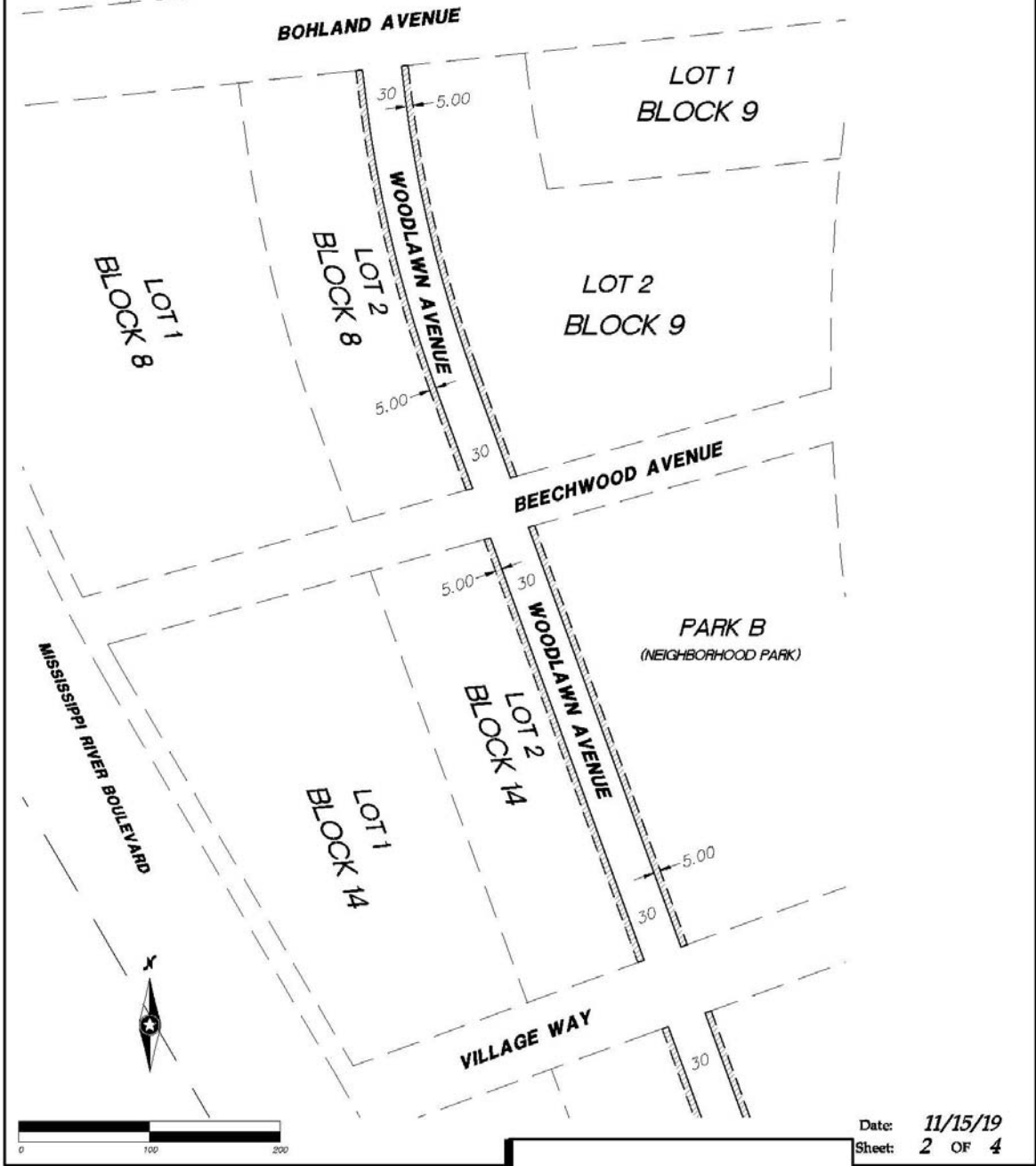
*St. Paul, Minnesota*

***Boulevard  
Easement***

*Exhibit*

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 DENOTES BOULEVARD EASEMENT AREA



Date: 11/15/19  
Sheet: 2 OF 4

**Westwood**

Phone: (651) 537-6160 12751 Whitewater Drive, Suite #300  
Fax: (651) 537-6522 Minneapolis, MN 55424  
Web: (651) 537-6100 westwoodps.com  
Westwood Professional Services, Inc.

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

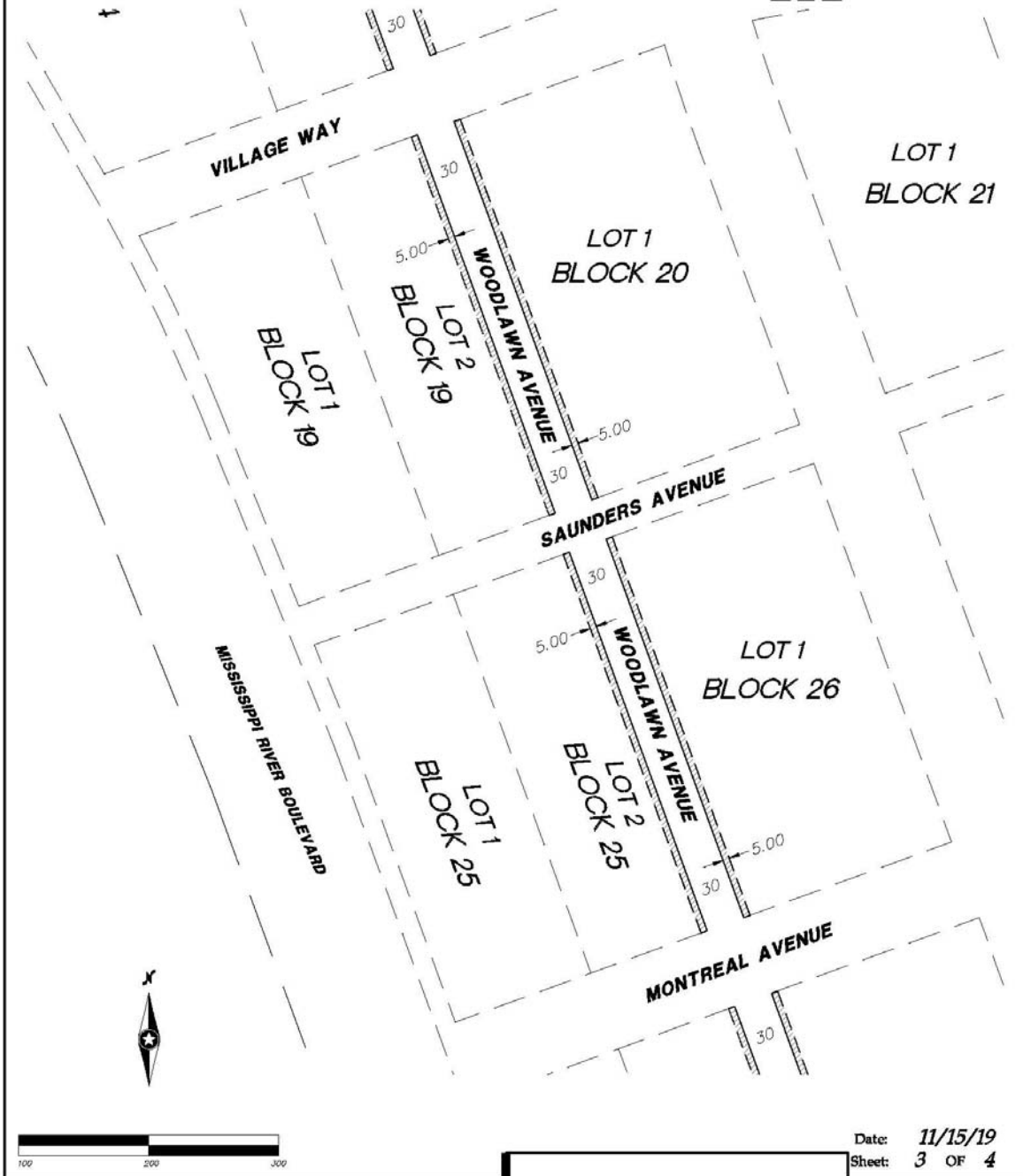
**Project Paul**

St. Paul, Minnesota

**Boulevard Easement**  
Exhibit

0015917ESF02\_WOODLAND BLVD.dwg

 DENOTES BOULEVARD EASEMENT AREA



**Westwood**

Phone (652) 537-8160 12751 Whitewater Drive, Suite #300  
Fax (652) 537-8122 Minneapolis, MN 55424  
Toll Free (855) 537-8100 westwoodps.com  
Westwood Professional Services, Inc.

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

**Project Paul**

St. Paul, Minnesota

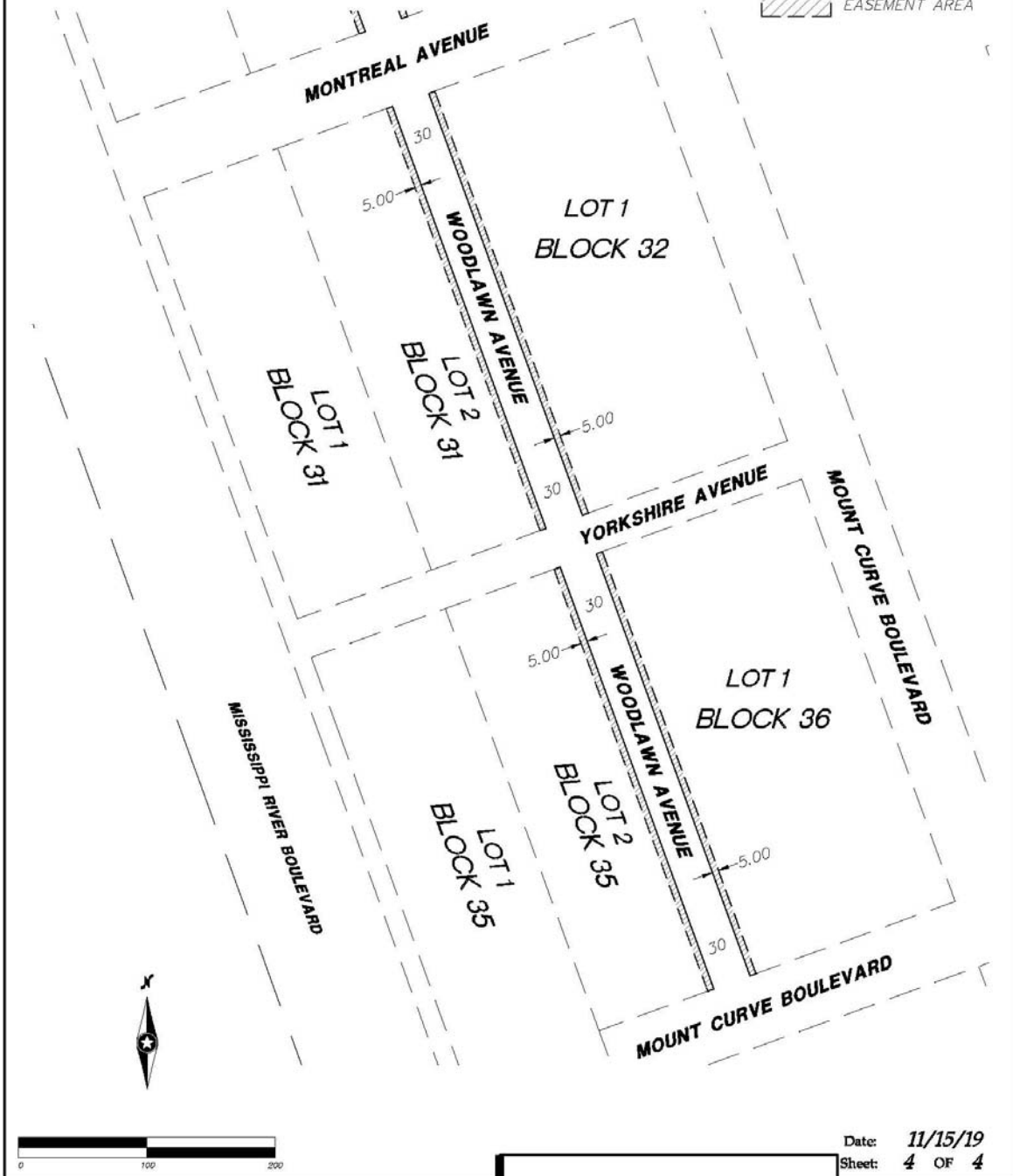
Date: 11/15/19  
Sheet: 3 OF 4

**Boulevard Easement**  
Exhibit

0015917ESF02\_WOODLAND BLVD.dwg



 DENOTES BOULEVARD EASEMENT AREA



Date: 11/15/19  
Sheet: 4 OF 4

**Westwood**

Phone (651) 937-6160 12751 Whitestar Drive, Suite #300  
Fax (651) 937-6122 Minneapolis, MN 55424  
WebSite (651) 937-6100 westwoodps.com  
Westwood Professional Services, Inc.

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

**Project Paul**

St. Paul, Minnesota

**Boulevard Easement**

Exhibit

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