

Memorandum of Understanding
(Southern Highland Bridge – Parkland Diversion and Dedication)

This Memorandum of Understanding (the “Memorandum”) is entered into effective as of _____, 2023 by and among the **City of Saint Paul, Minnesota**, a municipal corporation and home rule charter city (the “City”), **Project Paul, LLC**, a Delaware limited liability company (“Developer”), and **University of St. Thomas**, a Minnesota nonprofit corporation (the “University”).

WHEREAS, Developer owns that certain land located in St. Paul, Minnesota and currently legally described as “Lot 1, Block 33” (“Block 33”) and “Lot 1, Block 34” (“Block 34”, and together with Block 33, collectively, the “Developer Parcels”), according to the recorded plat of FORD (the “Ford Plat”), Ramsey County, Minnesota (the “County”).

WHEREAS, the City currently owns certain parkland that was dedicated to the City on the Ford Plat, described thereon as “Park D”, and generally located between Block 33 and Block 34 (“Park D”).

WHEREAS, the Developer Parcels and Park D are currently subject to that certain (i) Redevelopment Agreement dated December 18, 2019 by and among Developer, the City and the Housing and Redevelopment Authority for the City of Saint Paul (as amended from time-to-time, the “Redevelopment Agreement”), which Redevelopment Agreement is evidenced by Memorandum of Redevelopment Agreement dated December 18, 2019 and recorded in the Office of the Ramsey County Registrar of Titles (“Recording Office”) on December 19, 2019 as Document No. T02655830 and (ii) Site Improvement Performance Agreement dated December 18, 2019 by and between Developer and the City (the “SIPA”).

WHEREAS, in accordance with Redevelopment Agreement and the SIPA, Developer currently has certain obligations to improve Park D.

WHEREAS, the University is under contract to purchase certain land located to the south of the Developer Parcels and legally described on the attached **Exhibit A** (the “University Parcels”), on which the University is proposing to develop University ballfields, associated parking, and other related facilities (the “University Project”). Attached as **Exhibit B** is the current site plan for the University Project.

WHEREAS, in furtherance of the University Project, Developer and the University desire to modify the boundaries of the Developer Parcels, the University Parcels, and Park D in accordance with the proposed replatting of such land pursuant to the plat of Southern Highland Bridge (the “University Plat”), a copy of which is attached as **Exhibit C** and which is intended to be recorded in the Recording Office, subject to applicable City and County regulatory approvals.

WHEREAS, in connection with the University Plat and corresponding lot line adjustments, the boundaries of the University Parcel, Block 33, and Block 34, will each be modified and will be replaced, respectively, with and by “Lot 1, Block 2” (“New University Parcel”), “Lot 1, Block 1” (“New Block 33”), and “Lot 3, Block 1” (“New Block 34”), each according to the University Plat.

WHEREAS, Developer and the University have requested and the City has approved, pursuant to the procedure set forth in City Ordinance Sec. 13.01.1, the diversion of a portion of the existing Park D and the dedication of new parkland from a portion of the Developer Parcels to form the “PARK” shown on the University Plat (“New Park”), thereby increasing the useable parkland by approximately 38% and increasing the parkland value by approximately \$227,000 from the original Park D.

WHEREAS, in connection with the University Project, the University Plat, and the creation of the New Park as described above, the City, Developer, and the University desire to confirm certain understandings and make certain agreements, all as more particularly set forth in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing factual statements and other good and valuable consideration, the parties hereto hereby set forth below their mutual understanding and agree as follows:

1. New Park Development and Construction. As more particularly described in one or more amendments to the Redevelopment Agreement and SIPA, each dated on or about an even date herewith, the City, and Developer have agreed that the New Park will replace Park D for all purposes under the Redevelopment Agreement and SIPA. Developer shall continue to be obligated to plan, program, develop, and improve the New Park, as the replacement of Park D, subject to, and in accordance with, the terms and conditions of the Redevelopment Agreement and SIPA, including, without limitation, the compliance requirements set forth in Article 22 of SIPA and in Article 8 of the Redevelopment Agreement.

2. University Financial Contribution. The University shall make a **\$250,000** cash contribution for the design and construction of the New Park and the amenities to be incorporated therein (the "University Park Cash Contribution"). Accordingly, with the existing budget of **\$244,587** for Park D under the Redevelopment Agreement and SIPA, plus the University Park Cash Contribution, the total budget development and construction of the New Park will be **\$494,587**, and such amount shall cover additional amenities for the New Park, consultant design time, contingency, and inflation, and notwithstanding anything to the contrary in the Redevelopment Agreement and SIPA, Developer shall not be obligated to contribute any additional funds for the design, development, and construction of the New Park. Within 10 business days after Developer's request and after the City parks department has approved the "Final Park Plans" (as defined in the SIPA) for the New Park in accordance with SIPA, the University shall make the University Park Cash Contribution in immediately available funds to First American Title Insurance Company, as "Disbursing Agent" under the Disbursing Agreement referenced in the Redevelopment Agreement for disbursement for payment of New Park costs in accordance with the Disbursing Agreement. Notwithstanding anything to the contrary in the Redevelopment Agreement or SIPA, the University's funding of the University Park Cash Contribution as provided in this paragraph shall be a condition to Developer's obligation to commence construction and improvement of the New Park in accordance with the approved Final Park Plans.

3. City Acceptance of New Park and University Park Cash Contribution. The City acknowledges and agrees that the dedication of portions of the Developer Parcels as shown on the University Plat, the University Park Cash Contribution, and other undertakings and agreements of Developer and/or the University under this Memorandum shall satisfy any City parkland diversion and parkland dedication requirements related to the University Plat.

4. Public Parking Access. The University shall make any surface parking lot(s) constructed by the University as part of the University Project available for public parking in connection with public use of the New Park and games at the Highland Park little league ball fields located in vicinity of the New Park and University Project, all when and to the extent such surface parking lot(s) are not in use, or reserved for use, by the University, its students, invitees, and/or permittees, and/or by other public or private groups who have previously reserved such use. Such public access and use of such surface parking lot(s) shall be subject to reasonable rules and regulations established by the University from time to time and may be subject to a reasonable fee; provided, however, the University commits that for a period of five (5) years after the completion of the University Project, it will not charge a fee for such general public access and use of any such surface parking lot(s), and after such five-year period, can charge a fee for general public access that is the same as for any other general, non-event use of the parking lot(s). During such five-year

period and thereafter, the University may charge a fee in connection with events for which the University, its students, invitees, and/or permittees, and/or public or private groups have reserved use of the surface parking lot(s) at the rate(s) determined by the University for the applicable event(s). Nothing herein shall prohibit the University from developing any such surface parking lot(s) as structured parking in the future, subject to obtaining all applicable governmental approvals, and notwithstanding anything in this Memorandum to the contrary, the University shall make such structured parking available for public parking as provided in this Memorandum, but any such public access and use of such structured parking shall continue to be subject to reasonable rules and regulations established by the University from time to time and shall be subject to any fee-based requirements established by the University from time-to-time for parking in any such structured parking. The University shall not charge a larger fee for public access than it does for other public or private access.

5. Access to University Facilities. To the extent not prohibited by NCAA rules, the University shall make the ballfields and related facilities constructed by the University as part of the University Project available to public and private groups, which shall expressly include the City, in each case, on a fee-based, scheduled basis, when such ballfields and related facilities are not in use, or reserved for use, by the University, its students, invitees, and/or permittees, and/or by other public or private groups who have previously reserved such use. Not more frequently than one (1) time per calendar year, the City shall have the opportunity to meet with University staff to discuss reserving use of such facilities for City-sponsored baseball and softball events. By no later than January 15 of each calendar year, the City may schedule a meeting with the University staff to discuss dates and times that are available for such City events in that calendar year, and which dates the City desires to reserve for such City events in that calendar year. All communication from the City regarding such reservations should be directed to the University's then-current Senior Associate Athletic Director for Internal Operations unless the University notifies the City of a new contact person for such matters. Notwithstanding the foregoing, the City acknowledges that the University may reserve, and City's scheduling of use described above shall not prohibit the University from reserving, its facilities for University, NCAA, MSHSL, Highland Ball, and/or athletic events or uses that are scheduled more than one (1) year in advance. Furthermore, the City acknowledges that some University or University-sponsored events are scheduled with limited advanced notice (e.g., NCAA playoff games) and the University is required to maintain some flexibility in its facility reservation process for such events. The City shall be subject to the same fee-based requirements of all other groups when reserving such use for such City events. When not in use, or not reserved for use, as provided herein, the University may secure its facilities for safety and security and otherwise to prevent unauthorized access to its facilities. Such public access and use of such facilities shall be for purposes consistent with such facilities' intended use and shall be subject to payment of the University's standard use fees then in effect and reasonable rules and regulations established by the University from time to time, and may be conditioned on any user signing a reasonable license agreement, liability waiver, and/or similar documents

6. Pedestrian Easements. The University shall, promptly upon demand (but in no event before it takes title to the New University Parcel and in no event before the University has obtained all City regulatory approvals for the University Project), grant public access easements over portions of the New University Parcel to allow for future pedestrian, bike, and multimodal transit enhancements that will further connect the amenities and parks at Highland Bridge to the broader community. Such easements shall be on customary terms and conditions mutually acceptable to the University and City, each in their reasonable discretion, and such easements are anticipated to be generally located in the areas depicted on the current site plan for the University Project attached as **Exhibit B**.

7. Status of University Project. Notwithstanding anything herein to the contrary, and for avoidance of doubt, the parties hereto acknowledge and agree that the University Project is still in the planning and fundraising phase of development. Accordingly, if the University does not proceed with the University Project due to unavailability of funds or other reasons, but the University Plat is recorded, then

8. Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Memorandum.

10. Entire Agreement and Amendment. This Memorandum represents the entire agreement between the parties with respect to its subject matter. This Memorandum may not be amended or modified except in writing properly subscribed by each party hereto.

12. Binding Effect. The terms and conditions of this Memorandum shall be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto.

14. Notices and Demands. Any notice, demand or other communication under this Memorandum by any party to any other shall be in writing and shall be sufficiently given or delivered if it is dispatched by reputable overnight courier, sent registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and addressed to:

With a copy to:

Office of the Saint Paul City Attorney (CAO)
15 West Kellogg Boulevard, 400 City Hall
Saint Paul, MN 55102
Attn: City Attorney

If to Developer: Project Paul, LLC
c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

Attn: Maureen Michalski

With a copy to

Project Paul, LLC
c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Chief Legal Officer

If to University:

University of St. Thomas
2115 Summit Ave.
Saint Paul, MN 55105
Attn: Chief Financial Officer

With a copy to

University of St. Thomas Office of General Counsel
2115 Summit Ave., 104 AQU
Saint Paul, MN 55105
Attn: General Counsel
GeneralCounsel@stthomas.edu

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.

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

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

City of Saint Paul, Minnesota

By: _____
Its: Mayor or Designee

By: _____
Its: Director, Parks and Recreation

Approved as to Form:

Assistant City Attorney

Project Paul, LLC

By: _____

Name: _____

Title: _____

University of St. Thomas

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description of University Parcel

Lot 2, Block 1, Ford Motor Company First Addition, Ramsey County, Minnesota;

AND

That part of Lot 3, Block 1, Ford Motor Company First Addition lying southerly of the plat of Ford, Ramsey County, Minnesota;

AND

That part of Lot 1, Auditor's Subdivision No. 87 lying southerly of the South line of Lot 3, Block 1, Ford Motor Company First Addition, Ramsey County, Minnesota

Exhibit B

Current Project Site Plan and Depiction of Pedestrian Easement Areas

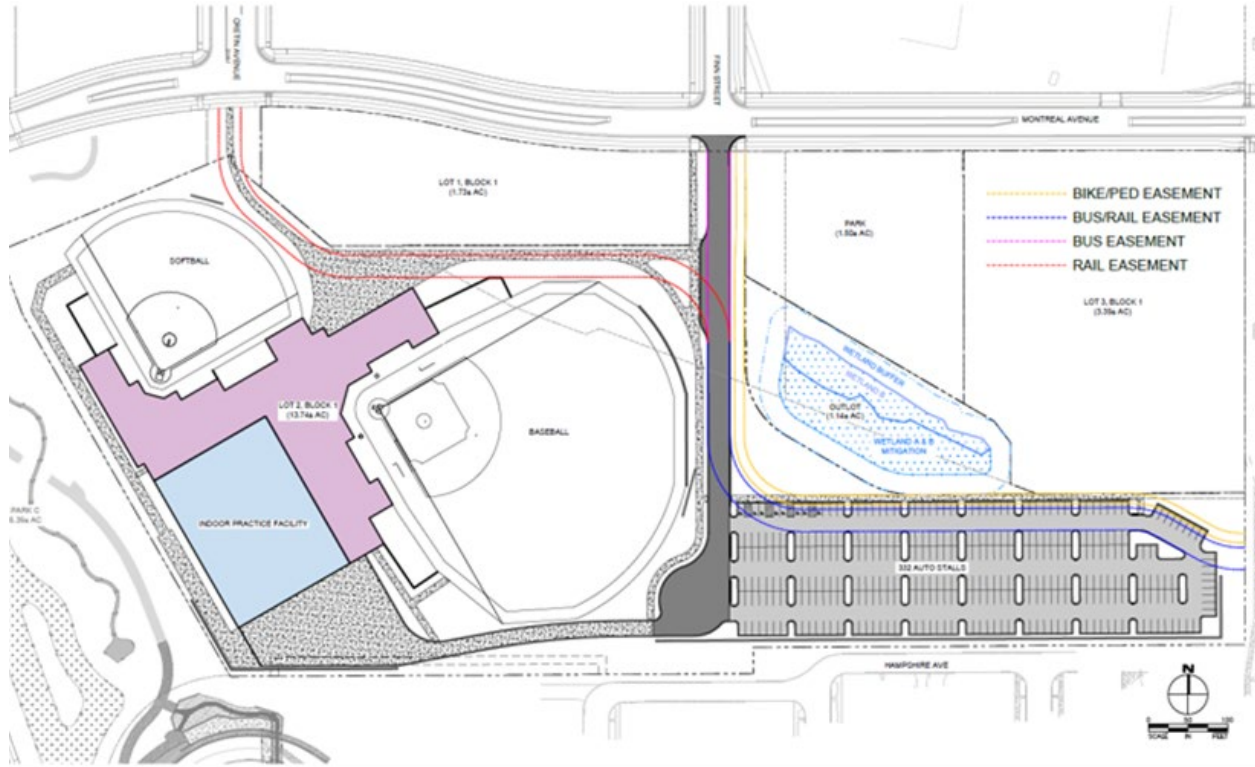


Exhibit B to Memorandum of Understanding
(Southern Highland Bridge – Parkland Diversion and Dedication)

Exhibit C

University Plat

C-1

Exhibit C to Memorandum of Understanding
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