

EXHIBIT

Proposed Storm Sewer Easement

A 15 foot wide permanent easement for storm sewer purposes over, under, and across those parts of the following described property:

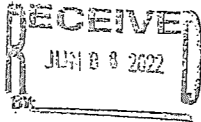
Lots 2, 3, and 4, Block 2, RIVERVIEW INDUSTRIAL PARK WEST, according to the recorded plat thereof, Ramsey County, Minnesota, together with those parts of Lot 1, Block 2 and Outlot A, of said RIVERVIEW INDUSTRIAL PARK WEST, lying Southeasterly of the following described line:

Beginning on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence Southwesterly, parallel with the northwesterly line of said Lot 1, to the southwesterly line of said Outlot A and said line there terminating.

The center line of said 15 foot wide easement is described as follows:

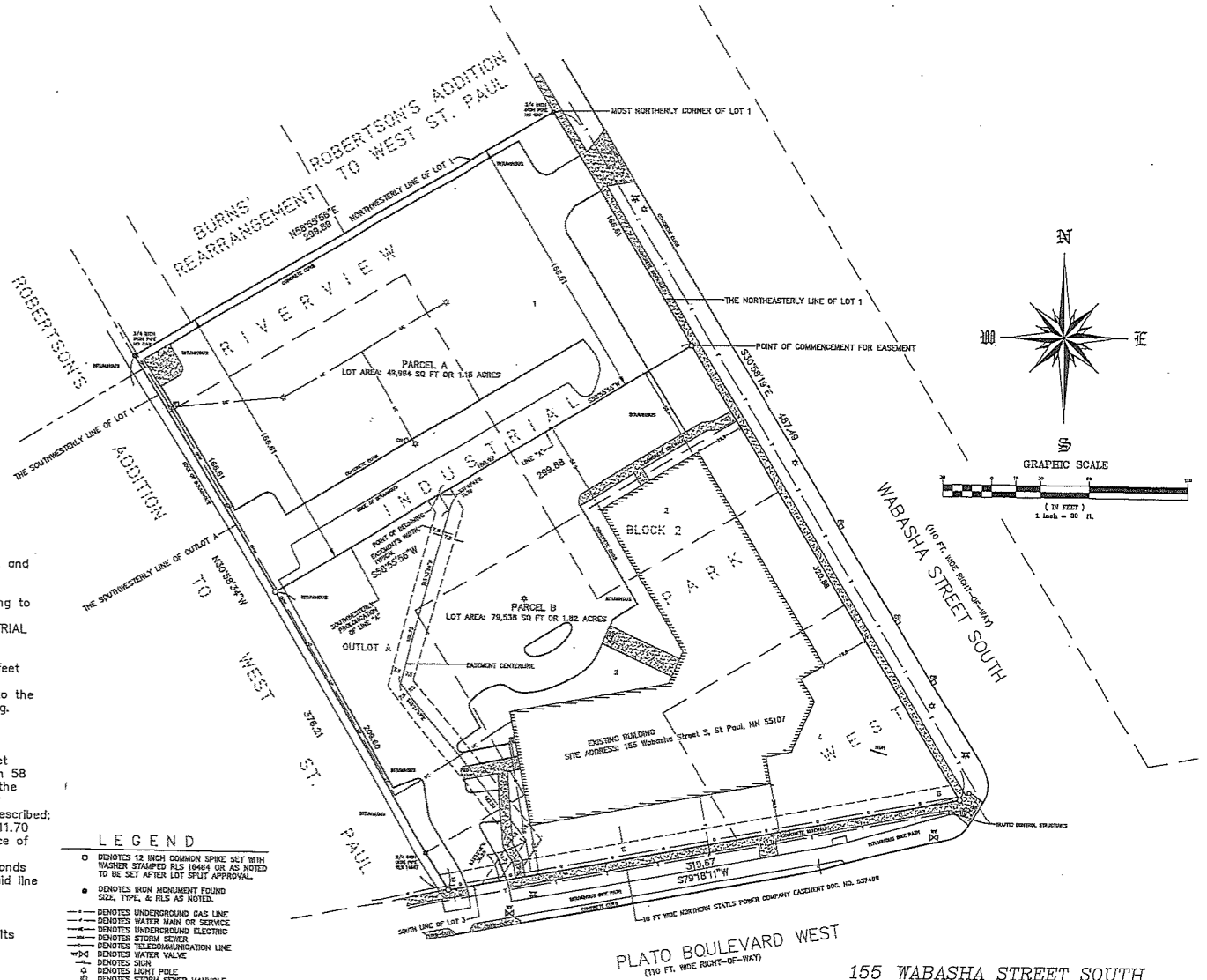
Commencing on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence South 58 degrees 55 minutes 56 seconds West, assumed bearing, parallel with the northwesterly line of said Lot 1, a distance of 180.97 feet, hereinafter referred to as Line "A", to the point of beginning of the line to be described; thence South 31 degrees 40 minutes 42 seconds East a distance of 11.70 feet; thence South 15 degrees 45 minutes 04 seconds West a distance of 109.73 feet; thence South 39 degrees 24 minutes 57 seconds East a distance of 122.33 feet; thence South 33 degrees 52 minutes 18 seconds West a distance of 30.25 feet to the south line of said Lot 3 and said line there terminating.

The sides lines of said easement shall be prolonged or shortened to terminate on the south line of said Lot 3, and on said Line "A" and its southwesterly prolongation.



- ### LEGEND
- DENOTES 1/2 INCH COMMON SPIKE SET WITH WASHER STAMPED PLS 18464 OR AS NOTED TO BE SET AFTER LOT SPLIT APPROVAL
 - DENOTES IRON MONUMENT FOUND SIZE, TYPE, & PLS AS NOTED.
 - DENOTES UNDERGROUND GAS LINE
 - DENOTES WATER MAIN OR SERVICE
 - DENOTES UNDERGROUND ELECTRIC
 - DENOTES STORM SEWER
 - DENOTES TELECOMMUNICATION LINE
 - WV DENOTES WATER VALVE
 - WV DENOTES SIGN
 - DENOTES LIGHT POLE
 - DENOTES STORM SEWER MANHOLE
 - DENOTES SANITARY SEWER MANHOLE
 - DENOTES GAS MANHOLE
 - DENOTES CATCH BASIN
 - DENOTES GAS METER
 - DENOTES ELECTRIC METER
 - DENOTES UTILITY POLE
 - DENOTES OVERHEAD UTILITY WIRES
 - ⊕ DENOTES FIRE HYDRANT
 - DENOTES CONCRETE SURFACE

BASIS OF BEARINGS: Ramsey County Plane NAD83

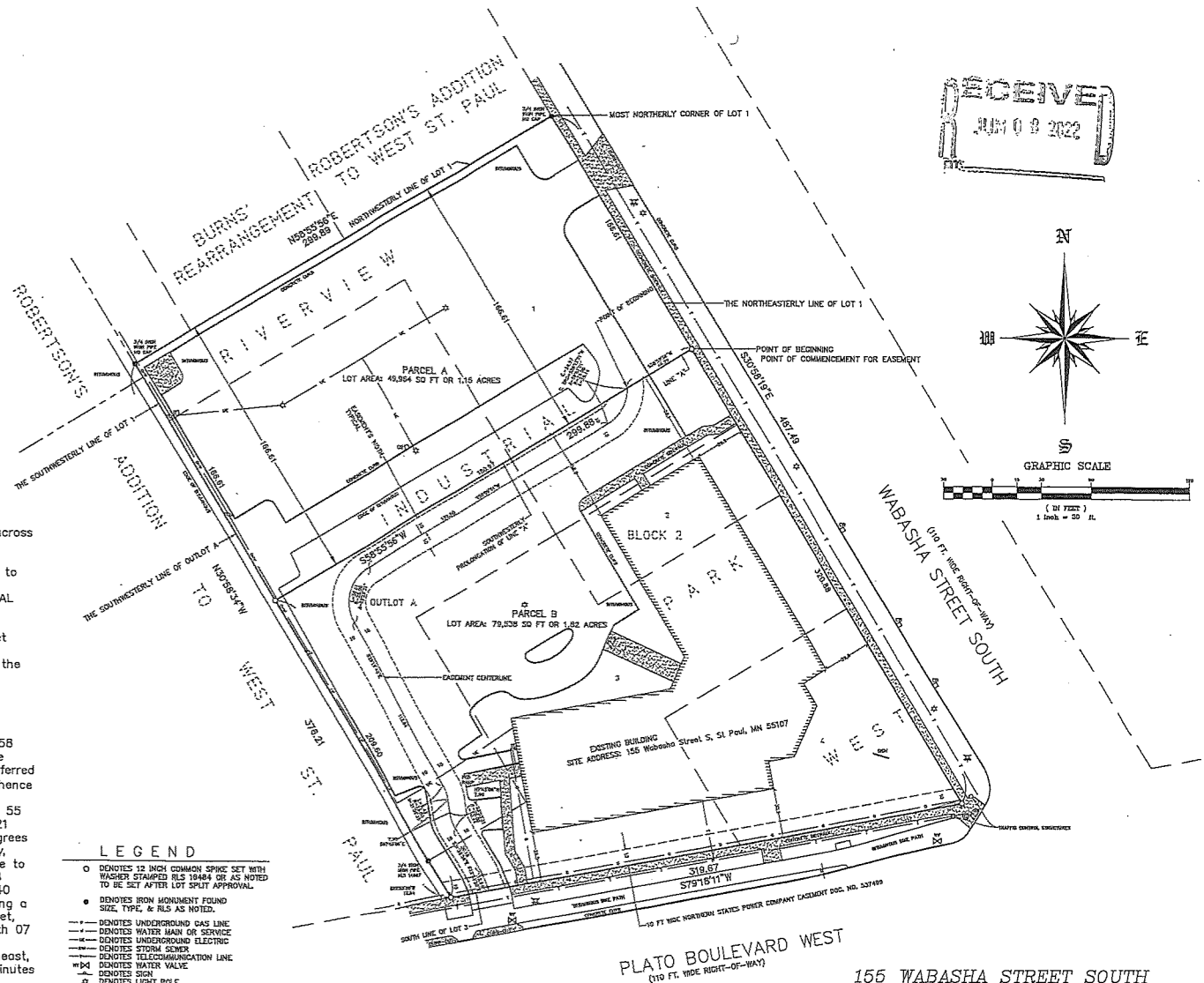


155 WABASHA STREET SOUTH
ST PAUL, MN 55107

Client: MR. AND MRS. BERTSON 1120 SUNSET AVENUE ST. PAUL, MN, 55105	Design by: JF	Original date: 10-15-21	I certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer and that I am the holder of the title of the Engineer who prepared the same.
Drawn by: JK	Revisions: 11-4-21 11-4-21 3-10-22 4-19-22 6-7-22	Drawn date: 10-15-21	
Survey book No.:	Pages:	Drawn by:	
SA.P. number: 2021.435	CERTIFICATE OF SURVEY	Sheet number: of	
LARK AND LAND SURVEYING, INC. SURVEYING/CAD ENGINEERING 1201 EIGHTH AVENUE, SUITE 205 ST. PAUL, MN 55102 PHONE (612) 701-4521 E-MAIL: SURVEY@LARKANDLAND.COM			

EXHIBIT

RECEIVED
JUN 09 2022



Proposed Ingress and Egress Easement

A 20 foot wide easement for ingress and egress purposes over, under, and across those parts of the following described property:

Lots 2, 3, and 4, Block 2, RIVERVIEW INDUSTRIAL PARK WEST, according to the recorded plat thereof, Ramsey County, Minnesota, together with those parts of Lot 1, Block 2 and Outlot A, of said RIVERVIEW INDUSTRIAL PARK WEST, lying Southeasterly of the following described line:

Beginning on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence Southwesterly, parallel with the northwesterly line of said Lot 1, to the southwesterly line of said Outlot A and said line there terminating.

The center line of said 20 foot wide easement is described as follows:

Commencing on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence South 58 degrees 55 minutes 56 seconds West, assumed bearing, parallel with the northwesterly line of said Lot 1, a distance of 46.29 feet, hereinafter referred to as Line "A", to the point of beginning of the line to be described; thence southwest 26.14 feet, along a non-tangential curve, concave to the northwest, having a radius of 25.00 feet, a central angle of 59 degrees 55 minutes 01 seconds, a chord bearing of South 29 degrees 12 minutes 21 seconds West and a chord distance of 24.97 feet; thence South 59 degrees 09 minutes 51 seconds West a distance of 172.50; thence southwest, southerly and southeasterly 38.61 feet, along a tangential curve, concave to the southeast, having a radius of 25.00 feet, and a central angle of 88 degrees 29 minutes 31 seconds; thence South 29 degrees 19 minutes 40 seconds East a distance of 112.84 feet; thence southerly 9.43 feet, along a tangential curve, concave to the southwest, having a radius of 25.00 feet, and a central angle of 21 degrees 36 minutes 35 seconds; thence South 07 degrees 43 minutes 06 seconds East a distance of 7.90 feet; thence southeasterly 10.44 feet, along a tangential curve, concave to the northeast, having a radius of 25.00 feet, and a central angle of 23 degrees 55 minutes 51 seconds; thence South 31 degrees 38 minutes 56 seconds East a distance of 30.18 feet; thence South 22 degrees 53 minutes 20 seconds East a distance of 12.64 feet to the south line of said Lot 3 and said line there terminating.

The sides lines of said easement shall be prolonged or shortened to terminate on the south line of said Lot 3, and on said Line "A" and its southwestwesterly prolongation.

- ### LEGEND
- DENOTES 12 INCH COMMON SPIKE SET WITH WAGON STAPLED RLS 19484 OR AS NOTED TO BE SET AFTER LOT SPLIT APPROVAL
 - DENOTES IRON MONUMENT FOUND SIZE, TYPE, & RLS AS NOTED.
 - DENOTES UNDERGROUND GAS LINE
 - DENOTES WATER MAIN OR SERVICE
 - DENOTES UNDERGROUND ELECTRIC
 - DENOTES STORM SEWER
 - DENOTES TELECOMMUNICATION LINE
 - WV DENOTES WATER VALVE
 - DENOTES SIGN
 - DENOTES LIGHT POLE
 - DENOTES STORM SEWER MANHOLE
 - DENOTES SANITARY SEWER MANHOLE
 - DENOTES GAS MANHOLE
 - DENOTES CATCH BASIN
 - DENOTES GAS METER
 - DENOTES ELECTRIC METER
 - DENOTES UTILITY POLE
 - DENOTES OVERHEAD UTILITY WIRES
 - DENOTES FIRE HYDRANT
 - DENOTES CONCRETE SURFACE

BASIS OF BEARINGS: Ramsey County Plane NAD83

PLATO BOULEVARD WEST
(110 FT. WIDE RIGHT-OF-WAY)

155 WABASHA STREET SOUTH
ST PAUL, MN 55107

Client: MR. MI RUTZOK 1428 SAINT AVENUE ST. PAUL, MN 55102	Drawn by: JF	Original Date: 10-10-21	<small>I warrant that the survey, plan, map, or report prepared by me or under my direct supervision is true and correct to the best of my knowledge and belief.</small> <small>Surveyor's Seal</small> <small>Surveyor's License No. 12454</small>
LARK AND LAND SURVEYING, INC. SURVEYING AND ENGINEERING 100 SOUTH PARK DRIVE STE 200 ST. PAUL, MN 55108 PHONE (612) 778-4022 E-MAIL: SURVEY@LARKANDLAND.COM	Survey book No.	Revision: 11-4-21 11-4-21 2nd 2-18-22 6-7-22	
S.A.P. Number: 2021.423		Page Title: CERTIFICATE OF SURVEY	Sheet number: of

PROPOSED INGRESS AND EGRESS EASEMENT

A 20-foot-wide easement for ingress and egress purposes over, under, and across those parts of the following described property:

Lots 2, 3, and 4, Block 2, RIVERVIEW INDUSTRIAL PARK WEST, according to the recorded plat thereof, Ramsey County, Minnesota, together with those parts of Lot 1, Block 2, and Outlot A, of said RIVERVIEW INDUSTRIAL PARK WEST, lying Southeasterly of the following described line:

Beginning on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence Southwesterly, parallel with the northwesterly line of said Lot 1, to the southwesterly line of said Outlot A and said line there terminating.

The center line of said 20-foot-wide easement is described as follows:

Commencing on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence South 58 degrees 55 minutes 56 seconds West, assumed bearing, parallel with the northwesterly line of said Lot 1, a distance of 46.29 feet, hereinafter referred to as Line "A", to the point of beginning of the line to be described; thence southwesterly 26.14 feet, along a non-tangential curve, concave to the northwest, having a radius of 25.00 feet, a central angle of 59 degrees 55 minutes 01 seconds, a chord bearing of South 29 degrees 12 minutes 21 seconds West and a chord distance of 24.97 feet; thence South 59 degrees 09 minutes 51 seconds West a distance of 172.50; thence southwesterly, southerly and southeasterly 38.61 feet, along a tangential curve, concave to the southeast, having a radius of 25.00 feet, and a central angle of 88 degrees 29 minutes 31 seconds; thence South 29 degrees 19 minutes 40 seconds East a distance of 112.84 feet; thence southerly 9.43 feet, along a tangential curve, concave to the southwest, having a radius of 25.00 feet, and a central angle of 21 degrees 36 minutes 35 seconds; thence South 07 degrees 43 minutes 06 seconds East a distance of 7.90 feet; thence southeasterly 10.44 feet, along a tangential curve, concave to the northeast, having a radius of 25.00 feet, and a central angle of 23 degrees 55 minutes 51 seconds; thence South 31 degrees 38 minutes 56 seconds East a distance of 30.18 feet; thence South 22 degrees 53 minutes 20 seconds East a distance of 12.64 feet to the south line of said Lot 3 and said line there terminating.

The sides lines of said easement shall be prolonged or shortened to terminate on the south line of said Lot 3, and on said Line "A" and its southwesterly prolongation.

DECLARATION OF EASEMENT
AND
EASEMENT MAINTENANCE AGREEMENT

THIS AGREEMENT is made by and between RRB Associates LLP, (hereinafter "Grantor"), and RRB Associates LLP, (hereinafter "Grantee"), and shall be effective on the last date signed below,

WHEREAS, Grantor is the fee owner of real property in Ramsey County, Minnesota, (hereinafter "Burdened Property") legally described as set forth on the attached Certificate of Survey;

AND WHEREAS, Grantee is the fee owner of real property (hereinafter "Benefitted Property") that is located near the Burdened Property, legally described as set forth on the attached Certificate of Survey;

AND WHEREAS, the Grantor is granting to the Grantee a non-exclusive easement (see attached Certificate of Survey) for ingress and egress to the Benefitted Property under the terms and conditions of this Agreement;

AND WHEREAS, Grantor and Grantee desire to clarify the easement and maintenance obligations in connection with the Easement;

NOW, THEREFORE, for good and valuable consideration, including the mutual agreements specified herein, the parties hereto agree as follows:

1. The Easement shall be for the purpose of allowing Grantee access to the Easement Area for the purpose of ingress and egress through the parking area to Plato Boulevard. The Easement Area is described as follows:

A 20-foot-wide easement for ingress and egress purposes over, under, and across those parts of the following described property:

Lots 2, 3, and 4, Block 2, RIVERVIEW INDUSTRIAL PARK WEST, according to the recorded plat thereof, Ramsey County, Minnesota, together with those parts of Lot 1, Block 2, and Outlot A, of said RIVERVIEW INDUSTRIAL PARK WEST, lying Southeastly of the following described line:

Beginning on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence Southwesterly, parallel with the northwesterly line of said Lot 1, to the southwestly line of said Outlot A and said line there terminating.

The center line of said 20-foot-wide easement is described as follows:

Commencing on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence South 58 degrees 55 minutes 56 seconds West, assumed bearing, parallel with the northwesterly line of said Lot 1, a distance of 46.29 feet, hereinafter referred to as Line "A"; to the point of beginning of the line to be described; thence southwesterly 26.14 feet, along a non-tangential curve, concave to the northwest, having a radius of 25.00 feet, a central angle of 59 degrees 55 minutes 01 seconds, a chord bearing of South 29 degrees 12 minutes 21 seconds West and a chord distance of 24.97 feet; thence South 59 degrees 09 minutes 51 seconds West a distance of 172.50; thence southwesterly, southerly and southeasterly 38.61 feet, along a tangential curve, concave to the southeast, having a radius of 25.00 feet, and a central angle of 88 degrees 29 minutes 31 seconds; thence South 29 degrees 19 minutes 40 seconds East a distance of 112.84 feet; thence southerly 9.43 feet, along a tangential curve, concave to the southwest, having a radius of 25.00 feet, and a central angle of 21 degrees 36 minutes 35 seconds; thence South 07 degrees 43 minutes 06 seconds East a distance of 7.90 feet; thence southeasterly 10.44 feet, along a tangential curve, concave to the northeast, having a radius of 25.00 feet, and a central angle of 23 degrees 55 minutes 51 seconds; thence South 31 degrees 38 minutes 56 seconds East a distance of 30.18 feet; thence South 22 degrees 53 minutes 20 seconds East a distance of 12.64 feet to the south line of said Lot 3 and said line there terminating.


The sides lines of said easement shall be prolonged or shortened to terminate on the south line of said Lot 3, and on said Line "A" and its southwesterly prolongation.

2. Each party agrees to indemnify and hold harmless the other party from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any use pursuant to this agreement.


3. Grantor and Grantee shall be responsible to maintain the easement jointly and notify one another of any issues that may arise on the above-described Easement.
4. Grantor and Grantee hereby agree that the Easement created herein shall be perpetual. Nothing herein shall provide any interest in the Easement to the public or give any members of the public any rights hereunder.
5. Both parties agree that the terms and conditions of this easement shall be enforceable by law.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day first stated above.


Dated: 01/11/2022

RRB ASSOCIATES LLP

 James Rutzick, President

STATE OF MINNESOTA)
 COUNTY OF Anoka) ss.

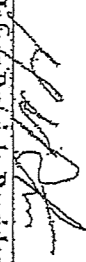

 JOSEPH J DUDLEY JR
 Notary Public
 State of Minnesota
 My Commission Expires
 January 31, 2025

This instrument was acknowledged before me on 01/11/2022 by RRB Associates LLP, Grantor.



 Notary Public

RRB ASSOCIATES LLP

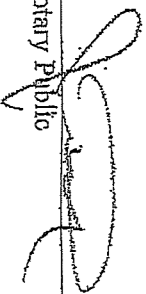
Dated: 01/11/2022


 James Rutzick, President

STATE OF MINNESOTA)
 COUNTY OF Anoka) ss.


 JOSEPH J DUDLEY JR
 Notary Public
 State of Minnesota
 My Commission Expires
 January 31, 2025

This instrument was acknowledged before me on 08/27/2008 by RRB Associates LLP, Grantee.



Notary Public

Drafted By:
Dudley and Smith, P.A.
Joseph J. Dudley, Jr. (#24648)
1295 Northland Drive, Suite 250
Mendota Heights, MN 55120
Tel: 651-291-1717
Fax: 651-223-5055
Email: jdudley@dudleyandsmith.com

**TEMPORARY SEWER AND UTILITY EASEMENT
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made by and between RRB Associates LLP, (hereinafter "Grantor"), and RRB Associates LLP, (hereinafter "Grantee"), and shall be effective on the last date signed below.

WHEREAS, Grantor is the fee owner of real property in Ramsey County, Minnesota, (hereinafter "Burdened Property") legally described as set forth on the attached Certificate of Survey;

AND WHEREAS, Grantee is the fee owner of real property (hereinafter "Benefitted Property") that is located near the Burdened Property, legally described as set forth on the attached Certificate of Survey;

AND WHEREAS, the Grantor is granting to the Grantee a temporary non-exclusive easement (see attached Certificate of Survey) for accessing the storm sewer to the Benefitted Property under the terms and conditions of this Agreement;

AND WHEREAS, Grantor and Grantee desire to clarify the easement and maintenance obligations in connection with the Easement;

NOW, THEREFORE, for good and valuable consideration, including the mutual agreements specified herein, the parties hereto agree as follows:

1. The Easement shall be for the purpose of allowing Grantee access to the Temporary Easement Area for the purpose of accessing the storm sewer. The Temporary Easement Area is described as follows:

A 15 foot wide permanent easement for storm sewer purposes over, under, and across those parts of the following described property:

Lots 2, 3, and 4, Block 2, RIVERVIEW INDUSTRIAL PARK

WEST, according to the recorded plat thereof, Ramsey County, Minnesota, together with those parts of Lot 1, Block 2 and Outlot A, of said RIVERVIEW INDUSTRIAL PARK WEST, lying Southeasterly of the following described line:

Beginning on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence Southwesterly, parallel with the northwesterly line of said Lot 1, to the southwesterly line of said Outlot A and said line there terminating.

The center line of said 15 foot wide easement is described as follows:

Commencing on the northeasterly line of said Lot 1 distant 166.61 feet Southeast from the most northerly corner of said Lot 1; thence South 58 degrees 55 minutes 56 seconds West, assumed bearing, parallel with the northwesterly line of said Lot 1, a distance of 180.97 feet, hereinafter referred to as Line "A", to the point of beginning of the line to be described; thence South 31 degrees 40 minutes 42 seconds East a distance of 11.70 feet; thence South 15 degrees 45 minutes 04 seconds West a distance of 109.73 feet; thence South 39 degrees 24 minutes 57 seconds East a distance of 122.33 feet; thence South 33 degrees 52 minutes 18 seconds West a distance of 30.25 feet to the south line of said Lot 3 and said line there terminating.

The sides lines of said easement shall be prolonged or shortened to terminate on the south line of said Lot 3, and on said Line "A" and its southwesterly prolongation.

2. Each party agrees to indemnify and hold harmless the other party from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any use pursuant to this agreement.
3. Grantor and Grantee shall be responsible to maintain the temporary easement jointly and notify one another of any issues that may arise on the above-described Temporary Easement.

4. Grantor and Grantee hereby agree that the Temporary Easement created herein shall terminate on the approval from the city of Saint Paul to develop the property.

5. Both parties agree that the terms and conditions of this easement shall be enforceable by law.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day first stated above.

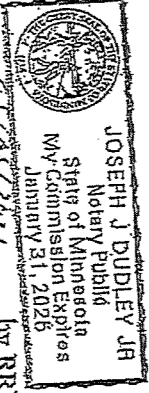
RRB ASSOCIATES LLP

Dated: 05/05/2022


James Rutzick, President

STATE OF MINNESOTA)
) SS.
COUNTY OF Dakota)


This instrument was acknowledged before me on


05/05/2022 by RRB

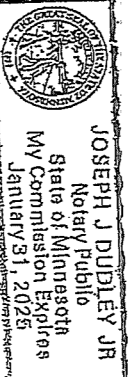
Notary Public

RRB ASSOCIATES LLP

Dated: 05/05/2022


James Rutzick, President

STATE OF MINNESOTA)
) SS.
COUNTY OF Dakota)


JOSEPH J DUDLEY JR
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

This instrument was acknowledged before me on 05/05/2022 by RRB Associates LLP, Grantee.

Notary Public

Drafted By:
Dudley and Smith, P.A.
Joseph J. Dudley, Jr. (#24648)
1295 Northland Drive, Suite 250
Mendota Heights, MN 55120
Tel: 651-291-1717
Fax: 651-223-5055
Email: jdudley@dudleyandsmith.com