

(reserved for recording information)

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT (the “**Easement Agreement**”) is made this _____ day of _____, 2022 (the “**Effective Date**”), by the City of Saint Paul, a Minnesota municipal corporation organized under the laws of the State of Minnesota (“**Grantor**”) in favor of **104 MRB LLC**, a Minnesota limited liability company, (“**104 MRB**”), whose business address is 18312 Minnetonka Blvd., Wayzata, Minnesota 55391 and its successors and assigns (the “**Grantee**”).

RECITALS

A. 104 MRB is the fee owner of the real property legally described on **Exhibit A** attached hereto (the “**MRB Parcel**”).

B. Todd Senger and Laura Senger, husband and wife, (collectively, the “**Sengers**”), whose address is 487 Montrose Lane, St. Paul, Minnesota 55116, and their successors and assigns, are the fee owners of the real property legally described on **Exhibit B** attached hereto (the “**Senger Parcel**”).

C. Gary Sauer and Patricia Sauer, husband and wife, (collectively, the “**Sauers**”) whose address is 142 Mississippi River Blvd N, St. Paul, Minnesota 55104-5613 and their successors and assigns, are the fee owners of the real property legally described on **Exhibit C** attached hereto (the “**Sauer Parcel**”).

D. 104 MRB dedicated to the City, a public right-of-way as shown on the plat of Mississippi River Vista (the “**Plat**”) as Mississippi River Blvd (“**City Right-of-Way**”).

E. 104 MRB dedicated a drainage and utility easement as shown on the Plat (“**Drainage and Utility Easement**”).

F. 104 MRB intends to develop the MRB Parcel and Senger Parcel into a permanent residential community consisting of detached, single family homes, to be owned, occupied and

operated for the benefit of its resident owners (the “**Development**”).

G. As part of the Development, 104 MRB will construct a natural buffer area with a ravine, ravine outlet, rate control manhole, storm sewer main outlet, storm water basin, and related improvements (collectively, the “**Ravine**”) located on the northwest corner of Lot 1 Block 1, Mississippi River Vista within the Drainage and Utility Easement as shown on the Plat, which will also extend onto the City Right-of-Way, the Sauer Parcel and MRB Parcel.

H. Further, as part of the Development, there will be a storm sewer main manhole, storm sewer main and storm sewer main catch basin that will connect to the Ravine and be located on the MRB Parcel and Senger Parcel and together with the Ravine, collectively, the “**Stormwater Infrastructure**” within the Development and City Right-of-Way. Stormwater Infrastructure does not include the Grantor’s storm sewer, related manhole and storm sewer piping located within the Development, if any, the City Right-of Way or Mississippi River Blvd. (“**Grantor’s Storm Sewer**”).

I. The Sengers and Sauers are joining in and consenting to this Easement Agreement pursuant to a Joinder and Consent attached hereto for purposes of making the Senger Parcel and the Sauer Parcel subject to this Easement Agreement.

J. The Grantor desires to grant a permanent drainage and utility easement to the Grantee over, on, across, under and through portions of Mississippi River Blvd, also known as the Easement Premises (as hereinafter defined).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto Grantee and its successors and assigns, a permanent easement for drainage and utility purposes subject to the following provisions:

1. Drainage and Utility Easement. The Grantor hereby grants to Grantee, a perpetual, nonexclusive, drainage and utility easement over, on, across, under, and through the land situated in the County of Ramsey, State of Minnesota, legally described and as depicted on the attached **Exhibit D** (the “**Easement Premises**” or “**Easement Property**”). The Easement includes without limitation the right, but not the obligation, for 104 MRB during the time it owns any of the lots comprising the Development, and at such time as 104 MRB no longer owns any of the lots comprising the Development, the Mississippi River Vista Homeowners Association (the “**Association**”), its contractors, agents and its successors and assigns, to enter upon the Easement Premises to construct, install, operate, inspect, repair, maintain, remove, modify and replace the Stormwater Infrastructure and related drainage and utility systems and facilities necessary or appropriate for rate control, water quality and drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, as applicable.

Where any provision in this Easement Agreement applies to 104 MRB during the time it owns any of the lots comprising the Development, and at such time as 104 MRB no longer owns any of the lots comprising the Development, the Association, the applicable entity shall be referred to in this Easement Agreement as the “**Responsible Party**.”

2. Access. The grant of this Easement includes the rights of the Responsible Party and

its contractors and agents to enter upon the Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said Stormwater Infrastructure and related drainage and utility systems necessary or appropriate for rate control, water quality and drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, as applicable. In addition to any permitting or other notification requirements, at least (5) business days in advance, prior to exercising any of its rights under this Easement to access the Easement Premises for such purposes, the Responsible Party shall give Notice, as hereafter defined, to the Grantor of its intent to access the Easement Property for such purposes, describe the operations and maintenance activities to be undertaken, and the expected duration of the activities. In the event of an emergency, Notice may be given after entry so as to timely respond to the emergency condition.

3. Construction and Maintenance. The grant of this Easement also includes the right, but not the obligation, of the Responsible Party and its contractors and agents, to grade, level, fill, drain, pave, and excavate the Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the Stormwater Infrastructure and related drainage and utility systems and improvements necessary or appropriate for rate control, water quality and drainage of storm water necessary or appropriate for the drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, as applicable. The Responsible Party, at its sole cost, shall be responsible for all operations and maintenance of the Stormwater Infrastructure and related drainage and utility systems and facilities necessary or appropriate for rate control, water quality and drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, as applicable and shall respond reasonably and expeditiously to carry out those actions (collectively, the “**Obligations**”); provided, however, in no event shall those Obligations relate to maintaining and operating Grantor’s Storm Sewer. The Grantor, at its sole cost and expense, shall be responsible for operating and maintain the Grantor’s Storm Sewer in a commercially reasonable manner and so that the Stormwater Infrastructure and related drainage and utility systems and improvements necessary or appropriate for rate control, water quality and drainage of storm water necessary or appropriate for the drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, as applicable is not impaired. If the Responsible Party does not reasonably and expeditiously carry out the Obligations, Grantor may perform the Obligations in a manner that Grantor, in its sole judgment, considers reasonable, but subject to the requirements of the Capitol Region Watershed District, and will charge the Responsible Party for the cost incurred by the Grantor in performing the repairs plus a 10% service fee (collectively, “**Grantor’s Costs**”). If the Responsible Party does not timely reimburse Grantor for Grantor’s Costs, then Grantor may provide an invoice to the then-current owner of each lot within the Development for 1/6th of the Grantor’s Costs and the then-current owner of each lot shall pay Grantor its 1/6th share of the Grantor’s Costs within thirty (30) days after receipt of an invoice from Grantor evidencing those costs and accompanied by reasonable supporting documentation. Grantor is hereby granted an irrevocable license to enter the Development and the Sauer Parcel and take such actions when so authorized under this Easement Agreement. When the Grantor does any such work and the Grantor’s Costs are not timely reimbursed as provided herein, Grantor may, in addition to its other remedies available under law or in equity, levy a special assessment against each lot within the Development whose owners failed to timely pay the 1/6th share of the Grantor’s Costs allocable to that lot. The owner of each lot within the Development at the time such a special assessment is levied shall also be personally liable for the 1/6th share of Grantor’s Costs allocable to the owner’s lot.

4. Repair of Easement Premises. If during the course of events, the Stormwater Infrastructure and related drainage facilities and improvements or any actions made by the Responsible Party is reasonably found by Grantor to have caused damage, backups, or other maintenance problems on the Easement Property and/or the Grantor reasonably determines that the Responsible Party has damaged the Easement Property, Grantor will give Notice to the Responsible Party demanding that the Responsible Party undertake repairs as soon as is reasonably practical, subject to prior review and approval by Grantor, which approval will not be unreasonably withheld, conditioned, or delayed. If the Responsible Party fails to undertake and complete the necessary restoration or repairs within sixty (60) days after receipt of such Notice and demand from Grantor, Grantor may perform the necessary restoration or repairs in a manner determined by Grantor, in Grantor's sole discretion, to be necessary, subject to any requirements of the Capitol Region Watershed District and charge the Responsible Party the cost of the repairs plus a 10% service fee ("**Grantor's Repair Costs**"). If the Responsible Party does not timely reimburse Grantor for Grantor's Repair Costs, then Grantor may provide an invoice to the then-current owner of each lot within the Development for 1/6th of the Grantor's Repair Costs and the then-current owner of each such lot shall pay Grantor its 1/6th share of Grantor's Repair Costs within thirty (30) days after receipt of an invoice from Grantor evidencing those costs and accompanied by reasonable supporting documentation. Grantor is hereby granted an irrevocable license to enter the Development and the Sauer Parcel and take such actions when so authorized under this Easement Agreement. When the Grantor does any such work and the Grantor's Repair Costs are not timely reimbursed as provided herein, Grantor may, in addition to its other remedies available under law or in equity, levy a special assessment in an amount equal to 1/6th of the Grantor's Repair Costs against each lot within the Development whose owner failed to pay the 1/6th share of Grantor's Repair Costs allocable to the owner's lot. The owner of each lot within the Development at the time such a special assessment is levied shall also be personally liable for the 1/6th share of Grantor's Repair Costs allocable to the owner's lot.

5. Insurance. The Responsible Party will, 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 Easement Property.

(a) Insurance Policies and Coverages. From time to time, at the reasonable request of Grantor, the Responsible Party will furnish proof to Grantor 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 \$1,500,000 per occurrence and \$2,000,000 aggregate, which coverage requirement may be satisfied by an umbrella policy. The following provisions will apply to the general liability policy, as well as any umbrella policy maintained as required herein 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 City Property Damage; Personal

Injury; and Cross-Liability Coverage .

- (ii) defense costs will be payable in addition to policy limits;
- (iii) there will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
- (iv) coverage will 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 engineering of any improvements by the Responsible Party within the Easement Property, the Responsible Party shall require its engineers to carry professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to the Stormwater Easement with coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(c) All insurance policies required to be procured and maintained under this Article will be written on an occurrence basis unless otherwise approved in writing by the City.

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

(e) All insurance required in this Article will be obtained and continuously maintained during the periods of time required in this Article.

(f) With the exception of professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) will name the City of Saint Paul as an additional insured.

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

(h) The Responsible Party hereby waives all claims and rights of subrogation against Grantor and Grantor's Indemnified Parties. Each policy of insurance required hereunder will include a written waiver of subrogation in favor of Grantor and Grantor's Indemnified Parties.

(i) Notwithstanding anything herein to the contrary, the failure of the Responsible Party

to maintain the insurance coverage required by this Article, or the failure of such insurance to include such endorsements on the policies as may be necessary to carry out the terms and provisions of this Easement Agreement, will in no way relieve the Responsible Party from the obligations of this Easement Agreement, and will constitute a default.

The minimum insurance requirements of this Article, or any subsequent approval of the Responsible Party's insurance by Grantor will not relieve or decrease the liability of the Responsible Party under this Easement Agreement, including the defense and indemnification obligations set forth in this Easement Agreement.

6. Indemnification Covenants by Grantee. Except to the extent such loss or damage is caused by the willful misrepresentation, gross negligence, or intentional misconduct of one or more of the Grantor Indemnified Parties (as hereinafter defined), Grantee hereby defends, indemnifies, and hold harmless Grantor and its respective body members, officials, officers, servants, employees and agents (collectively, the "**Grantor Indemnified Parties**") from and against, any claims or demands for damages of any kind (including property damage, injury or death to persons, loss, costs, fines, charges, and reasonable attorneys' fees and costs) occurring at, about, or in connection with any portion of the Easement Property relating to the Stormwater Infrastructure and related drainage and utility systems and improvements necessary or appropriate for rate control, water quality and drainage of storm water necessary or appropriate for the drainage of storm water from the MRB Parcel, Senger Parcel and Sauer Parcel, to the extent caused or attributable to any acts or omissions of Grantee (or its contractors, subcontractors or any party for which the foregoing are responsible, or any other person or entity for which Grantee is responsible under the laws of Minnesota) in connection with this Easement Agreement.

7. No Waiver of Rights and No Waiver of Governmental Immunity and Limitations on Liability. The failure of the Grantee or Grantor to enforce any of the terms or conditions in this Easement Agreement will not be deemed a waiver of any rights or remedies which Grantee or Grantor may have hereunder or at law or in equity and will not be deemed a waiver of any subsequent breach or default in any of such terms or conditions. Nothing in this Easement Agreement will in any way affect or impair the Grantor's immunity or the immunity of the Grantor Indemnified Parties whether based on official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Easement Agreement will in any way affect or impair the limitations on the Grantor's liability or the liability of the Grantor Indemnified Parties. By entering into this Easement Agreement, the Grantor does not waive any rights, protections, or limitations as provided under law and equity for the Grantor, or the Grantor Indemnified Parties.

8. Modification. This Easement Agreement constitutes the entire agreement between the Parties regarding the Easement granted herein and may not be changed without the prior written consent of Grantor and Grantee and their successors and assigns.

9. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, will be deemed to run with the land and are binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties hereto. If 104MRB or a successor lot owner conveys a lot within the Development, the grantee shall be bound by the terms and conditions of this Easement Agreement whether or not the grantee so agrees in writing and/or this obligation is referenced in the deed conveying such lot. By virtue of said conveyance,

the grantee shall be deemed to have agreed to pay its 1/6th share of Grantor's Costs and Grantor's Repair Costs in accordance with this Easement Agreement and will perform or cause to be performed all of the obligations of the Responsible Party under this Easement Agreement as they relate to the lot conveyed to such grantee. Upon any such conveyance, 104MBR will thereafter be released from any further obligation under this Easement Agreement with respect to obligations allocable to the conveyed lot that arise after such conveyance.

10. Representation and Warranty. Subject to all covenants, easements, and restrictions of record, Grantor covenants with Grantee that Grantor has the sole right to grant and convey the Easement and other rights described in this Easement Agreement and that there are no unrecorded interests in the Easement Premises.

11. Severability. If any provision of this Easement Agreement is invalid or unenforceable, such provision, if feasible, will be deemed to be modified to be within the limits of enforceability or validity; if, however, the offending provision cannot be so modified, it will be stricken and all other provisions of this Easement Agreement in all other respects will remain valid and enforceable.

12. Construction of Easement. This Easement Agreement will be given a reasonable interpretation so that the intention of the parties to confer reasonably usable benefits and reasonably enforceable obligations is carried out. The paragraph headings or captions appearing in this Easement are for convenience only, are not a part of this Easement Agreement and are not to be considered in interpreting this Easement Agreement.

13. Notices. References to “**Notices**” in this Easement Agreement shall refer to written communications in connection with this Easement Agreement. Notices will be deemed received by the addressee thereof: (i) when delivered in person and receipted for on a business day at the address set forth below; (ii) on the third business day after being deposited in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (iii) when delivered to the address listed below by any courier or overnight service that provides records of delivery; or (iv) by email, in which case the Notice shall be considered given upon transmission, but only if: (A) the party receiving the emailed Notice replies in a manner that acknowledges receipt; or (B) Notice by another means permitted hereunder is given within forty-eight (48) hours after such email transmission to the address listed below.

To Grantor: City of Saint Paul (Parks & Recreation Department)
City Hall Annex, Suite 400
25 West Fourth Street
Saint Paul, MN 55012
Attn: Director
E-mail: tom.russell@ci.stpaul.mn.us

With a Copy to, except for communication/notifications due to and limited to entry onto the Easement Property per Sections 2, 3 and 4 above for operation, restoration and repair purposes only:

City of Saint Paul (OFS, Real Estate Section)
City Hall Annex, Suite 1000

25 West Fourth Street
Saint Paul, MN 55012
E-mail: bruce.engelbrekt@ci.stpaul.mn.us

Office of the City Attorney
400 City Hall, Civil Division
15 W. Kellogg Blvd.
Saint Paul, MN 55102
Attn: Deputy City Attorney
E-mail: adam.niblick@ci.stpaul.mn.us _____

To Grantee:

If to 104 MRB, LLC:

104 MRB, LLC

18312 Minnetonka Blvd.

Wayzata, Minnesota 55391

Attn: Nate Wissink

E-mail: nwissink@streeterhomes.com

If to the Association:

Mississippi River Vista Homeowners Association

18312 Minnetonka Blvd.

Wayzata, Minnesota 55391

Grantor or Grantee may change its address for receiving notices by mailing a letter to the other party, by certified or registered mail, return receipt requested.

14. General. The Recitals will be considered to be a substantive part of this Easement Agreement. Time will be considered to be of the essence. This Easement Agreement constitutes the entire agreement of the parties regarding the subject matter of this Easement Agreement.

15. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and together will constitute one and the same document.

16. Governing Law, Jurisdiction, and Venue. This Easement Agreement will be governed by and construed according to the laws of the State of Minnesota. Any litigation arising out of this Agreement will be venued in Ramsey County District Court, Second Judicial District, state of Minnesota, and will not be removed therefrom to any other federal or other state court. All parties to this Easement Agreement and their respective successors-in-interest hereby consent to personal jurisdiction and venue in the foregoing court.

17. Responsible Party. For purposes of clarity, 104 MRB is the Responsible Party only during the period that 104 MRB owns at least one (1) lot in the Development. When 104 MRB no longer owns any lots within the Development, the Association shall be the Responsible Party, and 104 MRB shall be released from further obligations or liability hereunder as to matters arising after 104 MRB conveys its last lot in the Development to someone other than an affiliate of 104 MRB. An affiliate of 104 MRB is an entity that controls, is controlled by, or is under is under common control with 104 MRB.

[The remainder of this page is intentionally blank; signatures on following pages.]

IN TESTIMONY WHEREOF, the Grantor hereto has signed this Easement Agreement this _____ day of _____, 2022.

CITY OF SAINT PAUL

By: _____
Its Mayor

By: _____
Its City Clerk

By: _____
Its Director, Office of Financial Services

APPROVED AS TO FORM

Assistant City Attorney

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Melvin Carter / Jamie Tincher, the Mayor or Deputy Mayor of the City of Saint Paul on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Shari Moore, the City Clerk of the City of Saint Paul on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by John McCarthy, the Director, Office of Financial Services of the City of Saint Paul on behalf of the City.

Notary Public

IN TESTIMONY WHEREOF, the Grantee hereto has signed this Easement Agreement this _____ day of _____, 2022.

104 MRB LLC

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of 104 MRB LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

DRAFTED BY:
FREDRIKSON AND BYRON, P.A. (SNC/JLP)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402

74761537 v15

JOINDER AND CONSENT

The undersigned, being the record owner of Lot 5, Block 1, MISSISSIPPI RIVER VISTA, Ramsey County, Minnesota hereby consent to and join in the foregoing Permanent Drainage and Utility Easement Agreement between City of Saint Paul, a Minnesota municipal corporation organized under the laws of the State of Minnesota in favor of 104 MRB LLC, a Minnesota limited liability company so as to subject our interest in the above-described Senger Parcel to the terms and conditions of this Permanent Drainage and Utility Easement Agreement to which this Joinder and Consent is attached.

Consenting Lot Owner:

Todd Senger

Consenting Lot Owner:

Laura Senger

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Todd Senger and Laura Senger, husband and wife.

Notary Public

JOINDER AND CONSENT

The undersigned, being the record owner of the Sauer Parcel as hereinafter defined on Exhibit C located in Ramsey County, Minnesota hereby consent to and join in the foregoing Permanent Drainage and Utility Easement Agreement between City of Saint Paul, a Minnesota municipal corporation organized under the laws of the State of Minnesota in favor of 104 MRB LLC, a Minnesota limited liability company so as to subject our interest in the above-described Sauer Parcel to the terms and conditions of this Permanent Drainage and Utility Easement Agreement to which this Joinder and Consent is attached.

Consenting Lot Owner:

Gary Sauer

Consenting Lot Owner:

Patricia Sauer

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Gary Sauer and Patricia Sauer, husband and wife.

Notary Public

CONSENT AND SUBORDINATION

FIRST RESOURCE BANK, a Minnesota corporation, the holder of a Mortgage dated October 12, 2018, filed for record in the Office of the Registrar of Titles of Ramsey County, Minnesota on October 22, 2018, as Document No. T02626176 and an Assignment of Rents dated October 12, 2018, filed for record in the Office of the Registrar of Titles of Ramsey County, Minnesota on October 22, 2018, as Document No. T02626177 hereby consents to the recording of the attached Permanent Drainage and Utility Easement Agreement and agrees that its rights in the property affected by the Permanent Drainage and Utility Easement Agreement shall be subordinated thereto.

IN WITNESS WHEREOF, FIRST RESOURCE BANK, a Minnesota corporation has caused this Consent and Subordination to be executed this _____ day of _____, 2022.

FIRST RESOURCE BANK

By: _____

Name: _____

Title:_____

[illegible]

This instrument was acknowledged before me on _____, 2022, by _____, the _____, of FIRST RESOURCE BANK, a Minnesota corporation, on behalf of the corporation.

Notary Public

EXHIBIT A
to
GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT

MRB PARCEL LEGAL DESCRIPTION

Lots 1, 2, 3, 4 and 6, Block 1, MISSISSIPPI RIVER VISTA, Ramsey County, Minnesota.

EXHIBIT B
to
GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT

SENGER PARCEL LEGAL DESCRIPTION

Lot 5, Block 1, Mississippi River Vista, Ramsey County, Minnesota

EXHIBIT C
to
GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT

SAUER PARCEL LEGAL DESCRIPTION

All of Lots 8, 9 and 10, the Southerly 10 feet of Lot 7, the Westerly 30 feet of the Southerly 10 feet of Lot 14 and the Westerly 30 feet of Lots 11, 12 and 13, in Block 60 of Desnoyer Park, together with the vacated alley between said lots which accrued thereto by reason of the vacation thereof and so much of Laurel Avenue vacated as accrued to said Lot 10 and the Westerly 30 feet of said Lot 11 by reason of the vacation thereof, together with an easement for ingress and egress over and across the Southerly 10 feet of Lot 14, except the Westerly 30 feet thereof, Block 60, Desnoyer Park.

EXHIBIT D
to
GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT
EASEMENT PREMISES LEGAL DESCRIPTION AND DEPICTION

