

_____(Above Space is Reserved for Recording Information)_____

**Minnesota Wetland Conservation Act
Declaration of Restrictions and Covenants for Project-Specific Wetland Replacement**

Replacement Wetland Declarant: City of Saint Paul

General Location of Replacement: Sec. 15, Twp. 28N, Rge.23W, County of Ramsey

This Declaration of Restrictions and Covenants for Project-Specific Wetland Replacement Wetland (Declaration) is made this __ day of _____, ____ by the undersigned Declarant:

RECITALS

A. The Declarant holds the fee title or perpetual easement on the real property described in Exhibit A, attached hereto.

B. This real property is the site of a Replacement Wetland, as defined in Minnesota Rules 8420.0111, subp. 60. Exhibit B, attached hereto, is a map or survey of the subject Replacement Wetland.

C. The Declarant is seeking approval of (1) a replacement plan under Minnesota Statutes section 103G.222.

D. The Replacement Wetland is subject to the Wetland Conservation Act of 1991, as amended, Minnesota Statutes section 103G.222 et seq., and all other provisions of law that apply to wetlands, except that the exemptions in Minnesota Statutes section 103G.2241 do not apply to the Replacement Wetland, pursuant to Minnesota Rules 8420.0420.

E. The Local Government Unit (LGU) charged with approval of the Replacement Plan is City of Saint Paul Parks and Recreation, whose address is 25 W 4th St Suite 400, Saint Paul, MN 55102

F. All references in this instrument to Minnesota Statutes and Rules are to the Statutes and Rules currently in effect and as amended or renumbered in the future.

RESTRICTIONS AND COVENANTS

The Declarant makes the following declaration of restrictions and covenants for the Replacement Wetland. These restrictions and covenants shall run with the land, and bind Declarant, and Declarant's heirs, successors, and assigns:

1. The Declarant shall maintain a Replacement Wetland of the size and type specified in the replacement plan approved by the LGU and on file at the offices of the LGU. Declarant shall not make any use of the Replacement Wetland that would adversely affect the functions or values of the wetland as determined by Minnesota Rules 8420.0522, and as specified in the replacement plan.
2. Declarant shall pay the costs of maintenance, repairs, reconstruction, and replacement of the Replacement Wetland, which the LGU or the State of Minnesota through the Minnesota Board of Water and Soil Resources may deem necessary to comply with the specifications for the Replacement Wetland in the approved replacement plan.
3. Declarant grants to the LGU, the State of Minnesota, and the agents and employees of the LGU and the State of Minnesota, reasonable access to the Replacement Wetland for inspection, monitoring, and enforcement purposes. This Declaration grants no access to or entry on the lands described to the general public.
4. Declarant represents that he or she has a fee simple or easement interest in the land on which the Replacement Wetland is or will be located. Declarant represents that he or she has obtained the consent of all other parties who may have an interest in the land on which the Replacement Wetland is or will be located to the creation of the restrictions and covenants herein, and that, all such parties have agreed in writing to subordinate their interests to these restrictions and covenants, pursuant to the attached Consent and Subordination Agreement(s).
5. Declarant shall record or file this Declaration, pay all costs associated with recording or filing, and provide proof of recording or filing to the LGU. If this Declaration is given pursuant to a replacement plan, such proof shall be provided to the LGU before proceeding with construction of the Replacement Wetland.
6. Acknowledge that this Easement shall be unlimited in duration, without being re-recorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. ch. 84C.
7. If the replacement plan approved by the LGU and on file at its offices requires the establishment of areas of native vegetative cover, the term "Replacement Wetland" as used in this Declaration shall also include the required areas of permanent vegetative cover, even if such areas are not wetlands. All provisions of this Declaration that apply to the Replacement Wetland shall apply equally to the required areas of native vegetative cover. In addition, the Declarant:
 - (a) Shall comply with the applicable requirements of Minnesota Rules 8420.0526;

(b) Shall, at Declarant's cost, establish and maintain permanent vegetative cover on areas specified in the replacement plan for native vegetative cover, including any necessary planting and replanting thereof, and other conservation practices, in accordance with the replacement plan;

(c) Shall not produce agricultural crops on the areas specified in the replacement plan;

(d) Shall not graze livestock on the areas specified in the replacement plan or;

(e) Shall not place any materials, substances, or other objects, nor erect or construct any type of structure, temporary or permanent, on the areas specified in the replacement plan, except as provided in the replacement plan;

(f) Shall, at Declarant's cost, be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the areas specified in the replacement plan; and

(g) Shall comply with any other requirements or restrictions specified in the replacement plan, including, but not limited to, haying, mowing, timber management or other vegetative alterations that do not enhance or would degrade the ecological functions and values of the replacement site.

8. This Declaration may be modified only by the joint written approval of the LGU and the State of Minnesota through the Minnesota Board of Water and Soil Resources. If the Replacement Wetland has been used to mitigate wetland losses under the Federal Water Pollution Control Act, the U.S. Army Corps of Engineers (or successor agency) must also agree to the modification in writing. Such modification may include the release of land contained in the legal description above, if it is determined that non-wetland areas have been encumbered by this Declaration, unless the approved replacement plan designates these non-wetland areas for establishment of permanent vegetative cover.

9. This Declaration may be enforced, at law or in equity, by the LGU, or by the State of Minnesota. The LGU and the State of Minnesota shall be entitled to recover an award of reasonable attorneys fees from Declarant in any action to enforce this Declaration. The right to enforce the terms of this Declaration is not waived or forfeited by any forbearance or failure to act on the part of the State or LGU. If the subject replacement area is to be used partially or wholly to fulfill permit requirements under the Federal Water Pollution Control Act or a federal farm program, then the provisions of this Declaration that run to the State or the LGU may also be enforced by the United States of America in a court of competent jurisdiction.

10. This Declaration must be recorded and proof of recording submitted to the LGU or other regulatory authority in order to be valid.

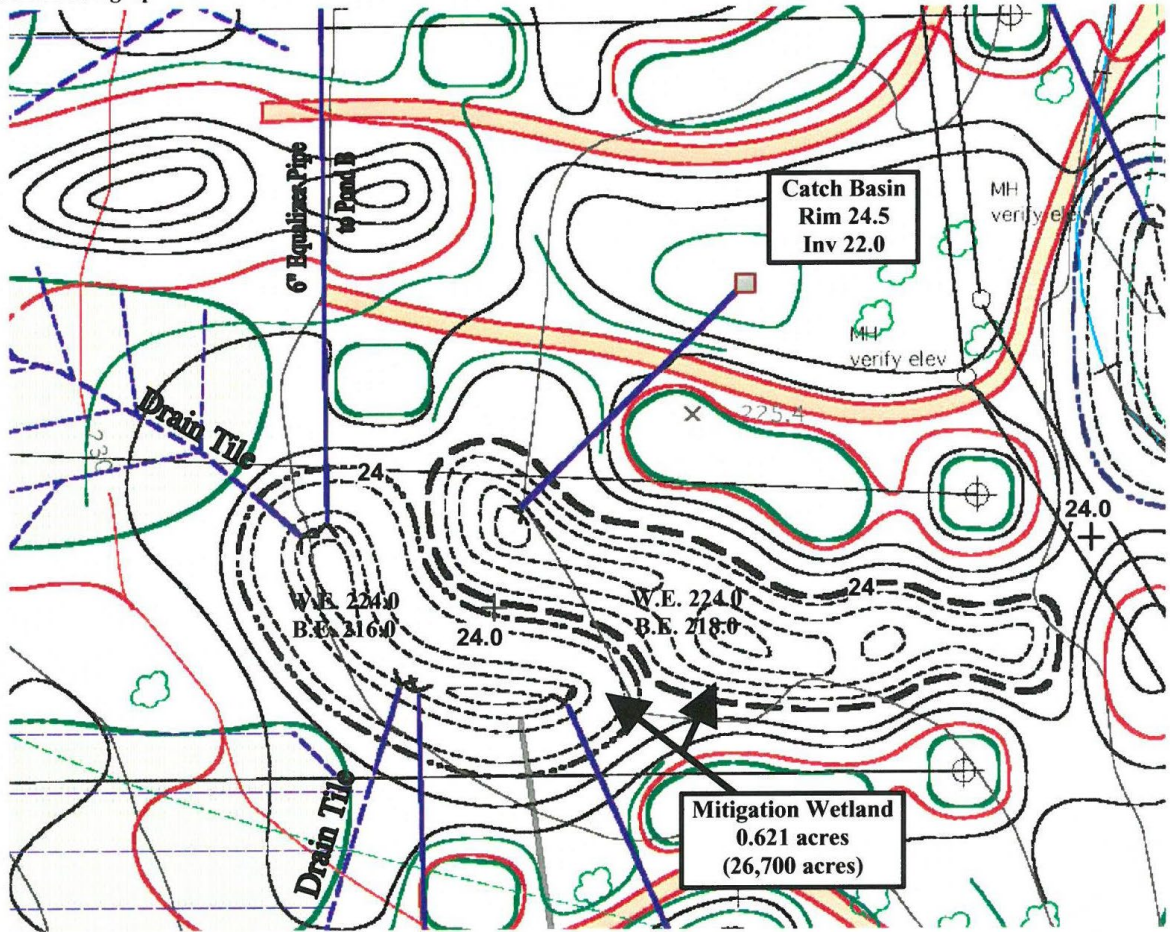
Exhibit A:

LEGAL DESCRIPTION:

(PIN) 15-28-23-21-0003 legally described as SECTION 15 TOWN 28 RANGE 23 SUBJ TO RDS; VAC STS & ALLEYS ACCRUING & FOL ALL OF BLK 2 KENTUCKY TERRACE ALL OF EDGCUMBE FARMS LOTS 15 & 16 COUNTRY HOME ADD BLKS 1 & 2 OF RE OF COUNTRY HOME ADD & IN SD SEC 15 TN 28 RN 23; EX THE W 31 FT OF S 120 FT OF N 180 FT OF PART S OF EDGCUMBE RD; PART OF E 1/3 OF E 1/2 OF SW 1/4 BET 7TH ST & EDGCUMBE RD & EX W 776.27 FT N OF S 150 FT; THE NW 1/4 OF SW 1/4 & ALL OF THE NE 1/4 OF SW 1/4 & THE W 1/4 OF SE 1/4 OF NW 1/4 & ALL OF THE NE 1/4 & SW 1/4 OF SEC 15 TN 28 RN 23.

Exhibit B:

VI. SITE SKETCH or Photograph



Design Plan for Proposed Mitigation Wetland on Highland Golf Course

Exhibit B (cont.):

