DECLARATION OF
OPERATIONS AND MAINTENANCE OBLIGATIONS
FOR STORMWATER FACILITIES

THIS DECLARATION is made this ____ day of _____, 2025, by Skyline Tower of St. Paul Limited Partnership, a Minnesota limited partnership at 1080 Montreal Avenue, St. Paul, MN 55116, ("**Declarant**"), in favor of the Capitol Region Watershed District, a body with powers pursuant to Minnesota Chapters 103B and 103D ("**CRWD**").

WHEREAS, Declarant holds fee interest in real property within the City of **Saint Paul**, Ramsey County, Minnesota, platted and legally described as:

Parcel A:

Lots 12, 13 and 14, Block 3, and Lots 1 and 2, Block 5, including that part of Adjoining Donohue Street, formerly Bohn Avenue, vacated, lying West of the extension across said Street of the East lines of said Blocks 3 and 5, and East of a curved line concave to the West, having a radius of 46.5 feet, the point of radii of said curve being 32.76 feet South, as measured at right angles to the South line of said Lot 12, from a point on said South line distant 33feet East from the Southwest corner of said Lot 12; Lot A, Block Five (5), and Lots Five (5) through Ten (10) inclusive, Block Five (5), including that part of the North Half (N1/2) of adjoining Bigelow Street, vacated, lying between the extensions across said Street of the West line of said Lot Five (5) and the East line of said Lot Ten (10), all in Midway industrial Division, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

(Torrens Property -- Certificate of Title No. 514632)

Parcel B:

That part of the South Half (S 1/2) of Vacated Bigelow Avenue accruing to Block Eight (8), Midway Industrial Division, lying Easterly of the East line of Syndicate Street and Westerly of the West line of Griggs Street, according to the recorded plat thereof.
(Abstract Property)

All of the above property being located in Ramsey County, Minnesota

WHEREAS, no one other than Declarant, JLL Real Estate Capital, LLC, a Delaware limited liability company formerly known as Jones Lang LaSalle Multifamily, LLC ("**JLL**"), Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("**MHFA**"), and Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic ("**HRA**") possesses any right, title or interest in the Property;

WHEREAS, JLL has executed a Consent, attached to this Declaration.

WHEREAS, each of MHFA and HRA have executed a Consent and Subordination attached to this Declaration.

WHEREAS, the facilities on or to be located on the Property to which the maintenance requirements in the Declaration apply as labeled on the scaled site plan attached as **Attachment A** are as follows (the "**Facilities**"):

Hydrodynamic Separators
Underground Storm Chamber Infiltration System

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the CRWD as a condition to issuance of CRWD Permit #**23-024** for the mutual benefit of the CRWD and Declarant.

NOW THEREFORE Declarant makes this declaration and hereby declares that this declaration shall constitute covenants to run with the Property, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants and restrictions set forth in this Declaration, all of which shall be binding in perpetuity on all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives and assigns, but only during the period of ownership of that right, title or interest.

1. Declarant will inspect the Facilities at least annually.

2. Declarant will maintain and repair the Facilities:

    a. In the case of basins and other facilities where sediment collects, to preserve storage or capacity at or above the design volume or, where no design storage volume

or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.

b. In the case of conveyances and other structures, to preserve design hydraulic capacity.

c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.

d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.

e. In accordance with the site-specific maintenance plan and all subsequent revisions.

3. Declarant will submit annually, a report to include inspection dates, facility conditions, and corrective actions taken.

4. If Declarant fails to perform required maintenance to stormwater Facilities resulting in deviation from the designed treatment performance or efficiency, the CRWD may notify Declarant of this deficiency. If Declarant has not completed or scheduled corrective action within 60 days of receipt of notification, the CRWD may perform any action deemed necessary to return full design function and treatment performance to the stormwater treatment facility. The Declarant shall be responsible for reimbursement of all costs incurred from such activity including but not limited to administrative overhead and attorney's fees.

5. Any notice under this Declaration shall be sent by certified mail, return receipt requested, or delivered to the following address:

Skyline Tower of St. Paul Limited Partnership
1080 Montreal Avenue
St. Paul, MN 55116
Attn: Vice President of Asset Management

Declarant may change this address by a certified letter to the CRWD referencing the permit number.

6. If the use of the Property is materially changed so that the Facilities which are the subject of this Declaration are rendered unnecessary, the Declarant may request a partial or full release of this Declaration by CRWD, approval of which will not be unreasonably withheld.

7. If the Facilities which are the subject of this Declaration are complete replaced by other Facilities approved by CRWD, its successors or assigns, this Declaration shall become void and of no further force or effect.

8. The Property may not be subdivided in any way without approval of the subdivision by CRWD. Nothing herein shall be interpreted to prevent the encumbrance of a portion of the Property by a mortgage or other lien, provided that the mortgage, lien, or similar

encumbrance is subject to the prohibition of subdivision without approval of CRWD. Subdivision includes any split of the Property into two or more parcels, regardless of whether the Property, as a whole, was created by a combination of parcels, tracts, or lots which had previously been separate from one another.

9. An executed copy of this Declaration shall be filed with Ramsey County Registrar or Ramsey County Recorder, filing cost to be borne by the Declarant. This Declaration will be unlimited in duration without being re-recorded.

SKYLINE TOWER OF ST. PAUL LIMITED PARTNERSHIP, a Minnesota limited partnership

By: CommonBond Investment Corporation
Its: General Partner

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of CommonBond Investment Corporation, General Partner of Skyline Tower of St. Paul Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

_____
Notary Public
My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
(612) 604-6400

30217068v6

ATTACHMENT A

SITE PLAN

(BMP LOCATION MAP)

[Attached]

CONSENT

The undersigned, JLL Real Estate Capital, LLC, a Delaware limited liability company formerly known as Jones Lang LaSalle Multifamily, LLC ("**JLL**"), as successor-by merger to Oak Grove Commercial Mortgage, LLC, is the owner and holder of that certain Amended and Restated Mortgage dated February 1, 2011, recorded February 25, 2011, as Document Nos. 2136190 (T) and 4269245 (A), as amended (the "**HUD Mortgage**"), encumbering Property that is subject to the Declaration of Operations and Maintenance Obligations for Stormwater Facilities ("**Declaration**") to which this Consent is attached. JLL hereby consents to the Declaration to which this Consent is attached.

IN WITNESS WHEREOF, JLL has caused this Consent to be executed this ____ day of _____, 2025.

JLL REAL ESTATE CAPITAL, LLC,
a Delaware limited liability company

By:_____
Name:_____
Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of JLL Real Estate Capital, LLC, a Delaware limited liability company, on behalf of such limited liability company.

_____
Notary Public

CONSENT AND SUBORDINATION

The undersigned, Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("**MHFA**"), is the owner and holder of that certain Combination Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Financing Statement dated October 27, 2015, recorded October 29, 2015, as Document Nos. A04581096 and T02543723, as amended (the "**MHFA Mortgage**"), encumbering Property that is subject to the Declaration of Operations and Maintenance Obligations for Stormwater Facilities ("**Declaration**") to which this Consent and Subordination is attached. MHFA hereby consents to the Declaration and subordinates the MHFA Mortgage and liens created thereby to the Declaration.

IN WITNESS WHEREOF, MHFA has caused this Consent and Subordination to be executed this ____ day of _____, 2025.

MINNESOTA HOUSING FINANCE AGENCY,
a public body corporate and politic of the State of Minnesota

By:_____
Name:_____
Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

_____
Notary Public

CONSENT AND SUBORDINATION

The undersigned, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic ("**HRA**"), is the owner and holder of that certain Combination Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement dated October 27, 2015, recorded October 29, 2015, as Document Nos. A04581102 and T02543729 (the "**HRA Mortgage**"), encumbering Property that is subject to the Declaration of Operations and Maintenance Obligations for Stormwater Facilities ("**Declaration**") to which this Consent and Subordination is attached. HRA hereby consents to the Declaration and subordinates the HRA Mortgage and liens created thereby to the Declaration.

IN WITNESS WHEREOF, HRA has caused this Consent and Subordination to be executed this ____ day of _____, 2025.

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body both corporate and politic

By: _____
Its: Board Chairperson/Commissioner

By: _____
Its: Executive Director

Approved as to form:

_____
Assistant City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Cheniqua Johnson, the Board Chairperson/Commissioner of Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic, on behalf of such public body..

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nicolle Newton, the Executive Director of Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body both corporate and politic, on behalf of such public body.

_____
Notary Public