

**RIGHT OF ACCESS AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANT**

THIS RIGHT OF ACCESS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT (“**Declaration**”) is made this _____ day of _____, 2020, by the City of St. Paul, a municipal corporation under the laws of the State of Minnesota (the “**City**”), and 104 MRB, LLC, a Minnesota limited liability company (the “**Owner**”).

Recitals

WHEREAS, Owner is the fee owner of certain real property in the City of St. Paul, Ramsey County, Minnesota, described on attached Exhibit A (the “**Property**”).

WHEREAS, Owner desires to develop the Property together with Lots 4, 5 and 6, Block 1, MISSISSIPPI RIVER VISTA, Ramsey County Minnesota and create Mississippi River Vista, a permanent residential community (the “**Community**”) consisting of detached, single family homes (each, a “**Home**,” and collectively, the “**Homes**”), to be owned, occupied and operated for the benefit of its resident owners (each an “**Owner**”) and occupants (each, an “**Occupant**”).

WHEREAS, the Property consists of individually platted lots (each a “**Lot**”), and collectively, the “**Lots**”).

WHEREAS, pursuant to the Code of Ordinances for the City, each Lot is required to have access to a dedicated public roadway.

WHEREAS, as part of the development of the Property, the City has provided that the Property may only have one access point to Mississippi River Boulevard.

WHEREAS, the Owner of the Property, declares that the Property shall be held, transferred and conveyed and occupied subject to the covenants, restrictions and easements set forth in this Declaration.

NOW, THEREFORE, the City and the Owner hereby agree, and covenant as follows:

1. Right to Access Agreement. The Owner and its successors and assigns hereby reserves a perpetual, non-exclusive and unobstructed thirty (30) foot access, ingress and egress easement over, across, upon and through the portion of the property as depicted as the “30 Ft. Access Opening” on the attached **Exhibit B** for the purpose of pedestrian and vehicular access, ingress and egress to and from that portion of the Property consisting of Lots 1 and 2, Block 1, Mississippi River Vista, Ramsey, County, Minnesota.

The foregoing right of access shall run with the land and shall remain in effect regardless of any sale, conveyance, or assignment of the Property or any change in the dedicated public right of way.

2. Declaration of Restrictive Covenant. Owner hereby declares that the Property shall be held, sold and conveyed subject to the following restrictive covenant (the “**Restrictive Covenant**”):

- (a) Access to Mississippi River Boulevard from Lots 1, 2 and 3, Block 1, Mississippi River Vista, Ramsey County, Minnesota, shall be restricted from the north line of said Lot 1, southerly to the southerly line of said Lot 3, with a 30.00 foot access opening for private driveway purposes centered on the common line between Lots 1 and 2, Block 1, Mississippi River Vista, Ramsey County, Minnesota, as such access is depicted as the “30 Ft. Access Opening” on attached **Exhibit B**.

The Restrictive Covenant shall run with the land and be binding on the Owner, its successors and assigns. The Restrictive Covenant shall not merge in Owner’s title to the Property and any future conveyance of the Property shall be subject to the Restrictive Covenant. The Restrictive Covenant is for the benefit of the City and consistent with the terms of this Declaration may be enforceable by the City at law or equity and shall not be modified, restated, amended, or changed in any way without the written consent of the City and the written consent of the Owner, or its successors and assigns.

[The remainder of this page is intentionally left blank; signatures on the following page]

IN WITNESS WHEREOF the undersigned have executed this Declaration as of the day and date first above written.

CITY OF ST. PAUL

By _____

Bruce Engelbrekt

Its: Real Estate and Assessments
Manager, Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____ 2020, by Bruce Engelbrekt, the Real Estate and Assessments Manager, Office of Financial Services of the City of St. Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of said corporation.

Notary Public

CITY OF ST. PAUL

By _____

Eriks Ludins

Its: Right-of-Way Manager, Department
of Public Works

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____ 2020, by Erik Ludins the Right-of-Way Engineer, Department of Public Works of the City of St. Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of said corporation.

Notary Public

CITY OF ST. PAUL

By _____

Michael Hahm

Its: Director, Department of Parks and
Recreation.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____ 2020, by Michael Hahm the Director, Department of Parks and Recreation of the City of St. Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of said corporation.

Notary Public

104 MRB, LLC,
a Minnesota limited liability company

By _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____ 2020, by _____, the _____, of 104 MRB, LLC, a Minnesota limited liability company, on behalf of said company

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrikson & Byron, P.A. (JLP)
200 South Sixth Street
Minneapolis, MN 55402

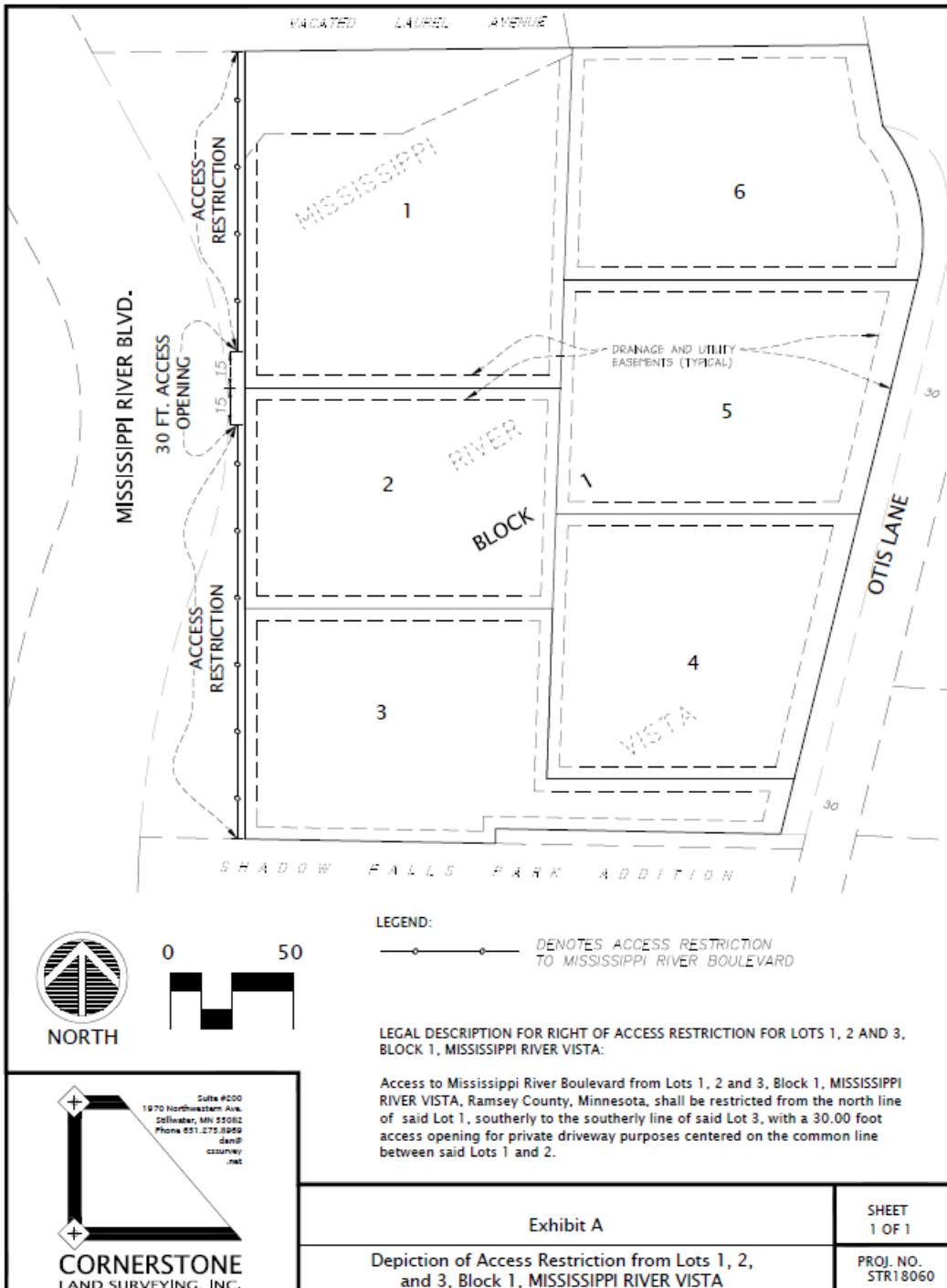
Exhibit A

Property Legal Description

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

Exhibit B

Access Depiction



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