

Doc No T02779099

Certified, filed and/or recorded on Aug 9, 2024 10:13 AM

Office of the Registrar of Titles Ramsey County, Minnesota Todd J. Uecker, Registrar of Titles Tracy M. West, County Auditor and Treasurer

Deputy 408 Pkg ID 1625436C

Document Recording Fee Torrens \$46.00

Document Total \$46.00

Existing Certs

656635

[space above reserved for recording information]

PARKLAND COVENANT (GREAT LAWN)

THIS PARKLAND COVENANT is made this 28th day of June, 2024 (this "Covenant") between Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company, its successors and assigns (the "Grantor") and the City of Saint Paul, a municipal government entity (the "City"),

WHEREAS, Grantor is the owner of the property legally described as Outlot A, MLS Soccer Redevelopment, Ramsey County, Minnesota (the "Property").

WHEREAS, the Grantor has entered into that certain Parkland Agreement with the City dated as of February 1, 2019, (the "Parkland Agreement") for development of public improvements for a Park on the Property (the "Park"). The Grantor is providing this Covenant in accordance with Section 6.2 of the Parkland Agreement and with Saint Paul Legislative Code §69.511 (c)(4) (the "Code").

NOW, THEREFORE, in consideration of the promises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Grantor does hereby Covenant and Declare that the Property is subject to the Parkland Agreement and that in the event the Grantor fails to maintain the Park for public use in accordance with the terms of the Parkland Agreement, the ownership of the Property shall transfer to the City. This Covenant shall run with the land and be binding on the Grantor, its heirs, successors and assigns, on all present and future owners of the Property, and all persons who now or hereafter hold any right, title or interest in any portion of the Property.
- 2. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- 3. This Covenant may be executed in several counterparts, each of which when so executed shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Covenant as of the date first written above.

FOR THE GRANTOR:

SNELLING-MIDWAY REDEVELOPMENT, LLC, a Minnesota limited liability company

By: William W. McGuire, Managing Member

STATE OF MINNESOTA) s COUNTY OF HENNEPIN)

On this day of July, 2024, the foregoing instrument was acknowledged before me, and the facts stated herein were affirmed by William W. McGuire, the Managing Member of Snelling-Midway Redevelopment, LLC, a Minnesota limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

SALLY J. SWANSON

Notary Public-Minnesota

My Correrisaton Expires Jan 31, 2025

FOR THE CITY:

CITY OF SAINT PAUL, a Municipal government entity

By: Director of Finance

By: Director of Finance

By: City Clerk

Approved as to form:

Assistant City Attorney

THIS INSTRUMENT WAS DRAFTED BY AND WHEN RECORDED RETURN TO:

Kaplan, Strangis and Kaplan, P.A. 730 South Second Avenue, Suite 1450 Minneapolis, MN 55402

CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
On thisday of, 2024, the undersigned, Mayor or Mayor's Designed of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and
on oath stated that he was authorized to execute said instrument.
N WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above. Signature of Notary
STATE OF MINNESOTA) SS Mariam Souma DeMello Notary Public Minnesota
COUNTY OF RAMSEY) My Commission Expires January 31, 2027
On this The day of June, 2024, the undersigned Undy Rodriguez, Director of Parks and Recreation of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.
DMARIE S WEDDINGTON Notary Public State of Minnesota My Commission Expires January 31, 2026 Signature of Notary
STATE OF MINNESOTA)) ss
COUNTY OF RAMSEY)
On this <u>24</u> day of <u>June</u> , 2024, the undersigned <u>John Mefarthy</u> . Director of Finance for the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above. JUAN A. ORTIZ Notary Public-Minnesota Notary Public-Minnesota Signature of Notary Signature of Notary
My Commission

Acknowledgment Page to Parkland Covenant-City

On this Hay day of June, 2024, the undersigned Shaw, Moore,
City Clerk for the City of Saint Paul, appeared before me and acknowledged that she signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my filicial seal the day and year first written above.

Signature of Notary

Notary Public Minnesota

Signature of Notary