



Office of the County Recorder
St. Louis County, Minnesota
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Wendy Levitt
County Recorder

By B Goodreau Deputy
AFR 385818

Document: RESTRICTIVE COVENANTS
Grantor: WEME RICHARD W
Grantee: CITY OF DULUTH

Recording Fee: \$46.00
Well Certificate Fee: \$0.00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

**RESTRICTIVE COVENANT
Non-Severance of Land**

THIS RESTRICTIVE COVENANT AND AGREEMENT, made and agreed to this 22 day of Feb, 2019, by Richard W. Weme and Julie A. Weme as husband and wife, owners of the below-described real property, hereinafter referred to as "Owner," which Covenant and Agreement is granted and conveyed to the City of Duluth, a municipal corporation under the laws of the state of Minnesota, hereinafter referred to as "City."

WHEREAS, Owner is the legal and equitable owner and holder of title to the real property in the City of Duluth, County of St. Louis and State of Minnesota hereinafter described as "Parcel I" and "Parcel II," and which Parcel I and Parcel II are jointly hereinafter referred to as the "Property":

PARCEL I: LEGAL DESCRIPTION: MEYERS REAR BLKS 105 106 127
128 142 DUL PR 2 Lot:0005 blk: 127 Acres .00 N1/2 and
MEYERS REARR BLKS 105 106 127 128 142 DUL PR 2 Lot: 0006: Blk 127 Acres .00

PARCEL II: LEGAL DESCRIPTION:MEYERS REARR BLKS 105 106 127
142 DUL PR2 Blk: 127 LOTS 3 and 4 Acres. 00
10170

WHEREAS, the principal residential structure of Owner is located on Parcel I and Owner wishes to construct an "Accessory Structure," as defined in Section 50-41.1 of the Duluth City Code, 1959, as amended (the "Code"), on Parcel II upon which there presently is no "Principal Structure" as said term is used in the Code; and

WHEREAS, the Code would ordinarily prohibit the construction of an Accessory Structure on a lot not having located thereon a "Principal Structure;" and

WHEREAS, under Chapter 50 of the Duluth City Code, 1959, as amended, the foregoing permit can only be issued if Owner is willing to impose a Restrictive Covenant of the type contained in this Restrictive Covenant Agreement upon both Parcel I and Parcel II;

Return to:
Richard Weme
AFR # 385818
Cash 46Chg

WHEREAS, Owner agrees to impose this Restrictive Covenant and Agreement on the Property in accordance with the terms hereof

NOW THEREFORE, in consideration of the granting of the permit from City allowing Owner to construct an accessory structure on Parcel II without there being a principal structure located thereon, Owner hereby imposes the following Restrictive Covenant on the Property:

1. Warranty of Title

Owner hereby warrants and guaranties to City that Owner is the legal and equitable owner of the Property, has title thereto in fee simple absolute and is entitled to make and enter into this Restrictive Covenant and Agreement regarding the Property.

2. Restriction on Alienation

It is the expressed intention of Owner and City that, as long as an Accessory Structure, the construction of which is authorized by the building permit issued in conjunction with this agreement, exists on Parcel II, Parcel I and Parcel II shall continue to be owned by the same owner and that the Accessory Structure on Parcel II be used in conjunction with the principal structure on Parcel I. Therefore, Owner agrees that, as long as any Accessory Structure, as such term is defined in the Code, exists on Parcel II without there being located thereon a principal structure, as such phrase is used in the Code, Owner will not sell, transfer or convey title to or ownership of Parcel II or any interest therein of any kind whatsoever, including but not limited to any mortgage or other security interest therein, to any third party without selling, transferring or conveying in the same manner the same interest in Parcel I to the same party; nor will Owner perform any act or fail to perform any act or suffer or allow any act or failure to act to occur which would result in the sale, transfer or conveyance of Parcel II without the similar sale, transfer or conveyance of Parcel I to the same third party, whether by action of law or otherwise.

3. Default and Remedies

It is acknowledged by Owner that, in the event of default of the covenants contained in this Agreement, damages are an inadequate remedy to effectuate the terms of the Agreement. Therefore, in the event that Owner shall be in default of any of the terms and conditions of this Agreement, City shall have the right, but not the obligation and without notice thereof or demand for correction of such default, to enforce the following remedies. The selection of any one remedy shall not be deemed a waiver of the City's rights to enforce any and all other remedies provided for herein simultaneously:

- A.) The right to seek an order to compel specific performance of Owner's obligations hereunder.
- B.) The right to enter upon the Property at any time and demolish or cause to be demolished any Accessory Structure on Parcel II and to collect the cost thereof, including the City's administrative and legal costs (including lawyers' fees) from the Owner and to assess all or any unpaid portion of the cost thereof against the Property, to certify said costs to the County Auditor and to collect the same in the same manner as Real Estate Taxes on the Property.
- C.) The right to seek and to be entitled to such other legal or equitable relief or

remedies as a Court of competent jurisdiction shall determine is appropriate and necessary to effectuate the intention of the parties hereto as hereinbefore set forth.

4. Attorney's Fees

In the event that City shall take any legal action to enforce its rights under this agreement, City shall be entitled to recover its costs and disbursements resulting therefrom, including but not limited to reasonable attorneys' fees.

5. Runs with the Land

The Covenant herein granted and the Agreement herein set forth shall be deemed to run with the land and shall be binding upon the heirs, successors and assigns of Owner.

6. Recondition

Owner agrees that Owner shall record a fully and properly executed copy of this Covenant and Agreement against the Property in the office of the County Recorder for St. Louis County, Minnesota, shall pay all costs and fees associated with such recording and shall present a fully conformed copy of said recorded Covenant and Agreement, bearing duplicate recording data affixed by said County Recorder's office, to the City. Upon receipt of said recorded document and of all other documents and fees normally required for issuance of a building permit, which submissions conform with the requirements of all applicable codes, City agrees to issue a permit for the construction of the Accessory Structure on Parcel II.

IN WITNESS WHEREOF, Owner has executed this Covenant and Agreement document the day and date first shown above.

Richard W. Weme Richard W. Weme

Julie A. Weme Julie A. Weme
_____, "OWNER"

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 22nd day of Feb., 2019, by Richard W Weme & Julie A. Weme

This Instrument Drafted By:
Duluth City Attorney's Office
Room 410 City Hall
411 West First Street
Duluth, MN.
(218)730-5490

Darlene M Lonke

Notary

