

Exhibit M

Form of Ballfield Parcel Deed Restriction

**Restrictive Covenant
(Ford Site)**

This Restrictive Covenant (“Restriction”) is made and effective as of _____, 20__ (the “Effective Date”) by and between PROJECT PAUL, LLC, a Delaware limited liability company (“Grantor”) and FRIENDS OF HIGHLAND BALL, a Minnesota non-profit corporation, its successors and assigns (“Grantee”).

Recitals:

A. Grantor has conveyed to Grantee (the “Conveyance”) that certain real property located in Ramsey County, Minnesota, as more fully described on **Exhibit A** attached hereto (the “Property”).

B. The Property is encumbered by that certain a 20-year forgivable mortgage dated as of even date herewith made by Grantee in favor of Grantor (the “Mortgage”), which grants Grantor certain rights in the event of noncompliance with this Restriction.

C. In connection with the Conveyance, and in accordance with the Mortgage, Grantor and Grantee desire to impose certain restrictions on the Property subject to the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. Nature of Restrictions. The Property shall be used exclusively for recreational sports and other similar activities, including, without limitation, youth baseball, youth softball, youth lacrosse, etc. (the “Use Restriction”). In addition, in furtherance of the Use Restriction, only buildings, structures, or other vertical improvements that are used for and consistent with the USE Restriction may be constructed, installed, or maintained on the Property (the “Build Restriction”); provided, however, that the Build Restriction shall not prevent (a) the maintenance, repair, or replacement of any existing vertical improvements on the Property, provided such vertical improvements are not expanded or enlarged from their current condition beyond a de minimis extent, or (b) the Property from being improved with sidewalks, plazas, patios, walkways, other surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage, in each case consistent with the Use Restriction.

2. Noncompliance with Deed Restriction. If Grantee is found to be out of compliance with this Restriction, Grantor may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Grantee under this Restriction. In addition, in accordance with the terms and conditions of the Mortgage, if Grantee is found to be out of compliance with this Restriction (including if the Property is in disrepair or is no longer used in accordance with the Use Restriction for a period of **10** consecutive months during the term of the Mortgage), Grantor has the right to foreclose on the Mortgage and subsequently cause the Property to be conveyed to the City, subject to this deed restriction that the Property shall be used exclusively as a park or open green space.

3. City Park or Open Green Space. After the mortgage term has expired, if Grantee ceases to use and operate on the Property for 10 consecutive months or ceases to lawfully remain in existence, then Grantee's rights to use the Property shall immediately and automatically terminate and, thereafter, at any time, upon written request of the City the Grantor will convey the Property to the City subject to this Restriction.

4. Successors. This Restriction shall run with the land and shall bind Grantee and its heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and all subsequent owners of the Property or any interest therein, and the benefits of this Restriction shall inure to Grantor, its successors and assigns and the City of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the "City").

5. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Restriction does not require the joinder or approval of any other person and Grantor and Grantee each has the full, unrestricted and exclusive legal right and power to enter into this Restriction. This Restriction shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Grantee and any lender.

6. Amendment. This Restriction may be amended only by a written instrument executed by Grantor and Grantee and consented to in writing by the City; provided, however, this Restriction or any part thereof may be terminated by a written instrument executed Grantor and consented to in writing by the City.

7. Governing Law. This Restriction is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

8. Severability. If any provisions of this Restriction shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9. Counterparts. This Restriction may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

Exhibit A

Legal Description of the Property

Lot 1, Block 30, FORD, according to the recorded plat thereof, Ramsey County, Minnesota