



June 19, 2012

Mr. Tim Gladhill
Senior Planner
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

PO Box 24386
Minneapolis, MN 55424
612-926-8000
Fax: 612-573-6475

www.ArborGroup.net

Dear Tim –

As you may recall, a Declaration of Easements was recorded for Ramsey Commons in early 2009 (see attached). In addition to other declarations, the Easements provided for storm water easements on the adjacent parcel. These easements are no longer need since Ramsey Commons has connected to the regional storm water pond. I have created an amendment to the Declaration of Easements that removes these two storm water easements from the Easement Agreement (see attached).

If this First Amendment to Declaration of Easements is acceptable to you, please sign, notarize, and return the original to me. Please let me know if you have any questions.

Feel free to call or email me with any questions or if I can provide you with any further information.

Thanks,

Steven Young
Arbor Commercial Group
Steve@ArborGroup.net



COMMERCIAL PARTNERS
T I T L E, L L C

September 4, 2009

Steve Young
Arbor Commercial Group, L.L.C.
P.O. Box 24386
Minneapolis, MN 55424

RE: CP File No. 26420
Arbor Commercial Group LLC

Dear Mr. Young:

Enclosed please find the following documentation regarding the above referenced file:

1. Declaration of Easements filed as Document No. A498887.001.

If you have any questions regarding this information, please contact me directly at (612)337-2472 or my assistant, Ann Nelson, at (612)643-1049.

Thank you for allowing Commercial Partners Title, LLC to serve you. We look forward to working with you again in the future.

Very truly yours,

COMMERCIAL PARTNERS TITLE, LLC

Sharon Ruane
Senior Commercial Closer

Enclosures

/kj

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200 South Sixth Street • Suite 1300 • Minneapolis, Minnesota 55402 • **612/337-2470** • FAX: 612/337-2471

498887.001

(RESERVED FOR RECORDING INFORMATION)

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Declaration") is made this 14th day of January, 2009, by RAMSEY-ARBOR PROPERTIES, LLC, a Minnesota limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of a certain tract of land situated in Anoka County, Minnesota, legally described on the attached Exhibit A ("Parcel 1").
B. Declarant is also the owner of a certain tract of land situated in Anoka County, Minnesota, immediately adjacent to Parcel 1, and legally described on the attached Exhibit B ("Parcel 2").
C. Declarant desires for Parcel 1 and Parcel 2 to share certain access and parking improvements, all as set forth in this Declaration.
D. Declarant desires for Parcel 2 to be subject to certain storm water drainage easements, for the benefit of Parcel 1, all as set forth in this Declaration.
E. Declarant desires for Parcel 1 to be subject to a temporary private drainage and utility easement for the benefit of Parcel 2.

DECLARATION

1. Creation of Easements.

a. Access and Parking Easements. Declarant hereby establishes a perpetual and nonexclusive easement, for the benefit of Parcel 1, over that portion Parcel 2 that from time to time exist for ingress, egress and parking (collectively, the "Parcel 2 Easement Area"). Similarly, Declarant hereby establishes a perpetual and nonexclusive easement for the benefit of Parcel 2 over that portion Parcel 1 that from time to time exist for ingress, egress and parking (collectively, the "Parcel 1 Easement Area"). The reciprocal easements created pursuant to this Section 1 shall be referred to collectively as the "Access and Parking Easements." It is the intent of the parties that the Access and Parking Easements apply only to exterior areas of the respective parcels that then exist for ingress, egress and parking and that these easements not be deemed to prohibit the owner of either parcel from reasonable reconfiguration of improvements on their respective parcel, provided that the Common Drive (as defined below in Section 3.b) is not materially and adversely affected.

Return to: Commercial Partners Title, LLC 200 South Sixth Street Suite 1300 Minneapolis, MN 55402

26420 1 of 4 OSR

b. **Storm Water Drainage Easements.** Declarant hereby establishes a temporary easement (the "Temporary Storm Water Easement"), for the benefit of Parcel 1, over that portion Parcel 2 described in the attached *Exhibit D* (the "Temporary Storm Water Easement Area"). The Temporary Storm Water Easement shall exist until such time as the owner of Parcel 2 installs facilities to drain storm water from Parcel 2 to a regional storm water pond. At such time as Parcel 2 becomes connected to such regional storm water pond, the Temporary Storm Water Easement shall terminate and be replaced by a storm water easement (the "Storm Water Easement") for the benefit of Parcel 1 over that portion of Parcel 2 described in the attached *Exhibit E*. The Storm Water Easement shall exist until such time as: (i) municipal storm water sewer service is made available to service Parcel 1, and (ii) the storm water drainage from Parcel 1 is connected to such municipal storm sewer system. In the event that municipal storm water sewer service for Parcel 1 becomes available and the owner of Parcel 1 does not connect its parcel to such system in a reasonably prompt manner, then the owner of Parcel 2 (at its own cost and expense) shall have the right (but no obligation) thereafter to make the connection from Parcel 1 to such municipal storm water system. If the owner of Parcel 2 should elect to make such connection as provided above, the owner of Parcel 2 shall be deemed to have a license to enter onto those portions of Parcel 1 necessary for the making such connection improvements. Declarant also hereby establishes a storm water drainage easement for the benefit of the City of Ramsey over that portion of Parcel 1 denoted as "Area A" on *Exhibit F* (the "City Drainage Easement"), for the purposes of the maintenance of rain water gardens and/or bio-infiltration basins used to treat storm water runoff on Parcel 1.

c. **Temporary Utility Easement.** Declarant hereby establishes a temporary easement (the "Temporary Utility Easement") for the benefit of Parcel 2 over that portion Parcel 1 denoted as "Area B" on the attached *Exhibit F* (the "Utility Easement Area"). If the owner of Parcel 2 is not utilizing service through the Temporary Utility Easement at such time as full utility service becomes available from Riverdale Drive for Parcel 2 (the "Utility Service Date"), then the Temporary Utility Easement shall terminate at that time. If the owner of Parcel 2 is utilizing service through the Temporary Utility Easement, then the Temporary Utility Easement shall exist until one year after Utility Service Date. On the Utility Service Date, the owner of Parcel 2, at its sole cost and expense, shall: (i) cause the utility service for Parcel 2 to be connected to the applicable utilities from Riverdale Drive, (ii) cause the utility connections for Parcel 2 from Parcel 1 to be terminated in a safe condition, consistent with the requirements of the applicable utility providers, (iii) to the extent required by the applicable utility providers, remove, cap and/or otherwise place the utility infrastructure located in the Utility Easement Area and serving Parcel 2 in a stable condition, and (iv) repair and replace, as applicable, any landscaping or other improvements on Parcel 2 effected by the work described in items (i) through (iii) above. The owner of Parcel 2 shall conduct all such work in a manner that minimizes the interference with the business(es) conducted on Parcel 1 and which does not result in the loss or interruption of any utility service to Parcel 1. For purposes of this Declaration, the phrase "full utility service" shall be deemed to consist of water and sanitary sewer service only.

2. **Scope and Purpose.**

a. **Access and Parking Easements.** The Access and Parking Easements shall be non-exclusive easements for ingress and egress (pedestrian and vehicular) to and from Riverdale Drive to the respective parcels and for parking in marked, unreserved spaces that may exist from time to time, and shall be for the respective benefit of the then current users (including their invitees, customers and employees) of each respective parcel. Each parcel shall rely solely on the basis of the parking available on that parcel for satisfying the parking requirements of any governmental entity or agency. Furthermore, nothing in this Declaration shall be deemed to prohibit the reasonable allocation by the owner of either parcel of reserved parking spaces to tenants or users of that owner's parcel. Any use of Access and Parking Easements by a party benefited by such easements shall be for access, egress or parking purposes only and shall be conducted in a manner that does not unreasonably interfere with the use and enjoyment of the parcel on which the easement is located. All parking shall be subject to reasonable rules and

regulations that may be adopted and modified, from time to time, by the then owner of the burdened parcel.

b. Storm Water Drainage. The Temporary Storm Water Easement, Storm Water Easement and the City Drainage Easement shall all be a non-exclusive easements for purposes of handling storm water drainage from Parcel 1 onto Parcel 2, all in accordance with applicable storm water management plan for Parcel 1 that may be approved by the applicable governmental entity.

c. Temporary Utility Easement. The Temporary Utility Easement shall be a non-exclusive easement for full utility service to Parcel 2 from Armstrong Drive and shall be for the benefit of Parcel 2.

3. Maintenance and Repair.

a. Access and Parking Easements. The owners of Parcel 1 and Parcel 2, at their sole cost and expense, shall be responsible for all construction, repairs and maintenance of any improvements located on their parcel, except as otherwise provided in this Declaration. Any improvements constructed that are subject to the Access and Parking Easement shall be maintained in a commercially reasonable condition.

b. Common Drive Maintenance. The area designated as the "Common Drive" in the attached *Exhibit C* shall be initially constructed, repaired and maintained by the owner of Parcel 1. At such point in time that construction commences on improvements on Parcel 2 for the development of Parcel 2, the costs for repairs and maintenance of the Common Drive shall thereafter be split evenly between the parties. All such work, repair and maintenance of the Common Drive shall be controlled by the owner of Parcel 1, in its commercially reasonable discretion, and such owner shall be entitled to a fifteen percent (15%) mark up on the portion of the costs and expenses allocated to the owner of Parcel 2.

c. Storm Water Drainage. The owner of Parcel 2 shall be responsible for the construction and maintenance of any required storm water improvements on Parcel 2, in compliance with the applicable requirements of any storm water management plan for Parcel 1 that is required by applicable law. Any improvements constructed that are subject to the Temporary Storm Water Easement and/or Storm Water Easement created by this Declaration shall be maintained in a commercially reasonable condition. The owner of Parcel 1 shall be responsible for the maintenance of all rain water gardens and/or bio-infiltration basins located in the City Drainage Easement.

d. Temporary Utility Easement. If the owner of Parcel 2 is utilizing service through the Temporary Utility Easement, then the owner of Parcel 2, at its sole cost and expense, shall be responsible for all construction, repairs and maintenance of any utility improvements servicing Parcel 2 that are located in the Utility Easement Area. If the owner of Parcel 2 is not utilizing service through the Temporary Utility Easement, then the owner of Parcel 1, at its sole cost and expense, shall be responsible for all construction, repairs and maintenance of any utility improvements in the Temporary Utility Easement area. Any such improvements shall be maintained in a commercially reasonable.

4. Default. Failure of the owner of either Parcel 1 or Parcel 2 to comply with, or to cause the occupants of their respective parcels to comply with any of the terms and conditions of this Agreement that is not cured within thirty (30) days of the breaching parcel owner's receipt of a written notice of the breach shall be deemed a default. Upon a default, the non-defaulting party shall have all of the rights and remedies available to it at law and in equity, as well as the right to an award of attorneys' fees and costs incurred in enforcing this Declaration by judicial action.

5. Indemnity. Each parcel owner shall indemnify, defend, and hold the other parcel owner free and harmless from and against all liability, loss, cost or expense of every nature (including, without limitation,

reasonable attorneys' fees whether or not suit be brought), resulting from injury to or death of persons or real or potential loss, damage, contamination or destruction to property whatsoever arising out of or in any way connected with or incident to the exercise of its rights on the Easement Area, Temporary Storm Water Easement Area, Storm Water Easement Area or the Utility Easement Area, as applicable, by such party. No owner may waive or escape liability provided for in this Declaration by non-use of the Easement Area, Temporary Storm Water Easement Area, Storm Water Easement Area and/or the Utility Easement Area, as applicable, or by the abandonment of their respective property.

6. No Public Dedication. No provision of this Declaration shall be construed or deemed a dedication of any rights to the general public or for any public use whatsoever, it being the intention of the Declarant that this Declaration shall be strictly for the respective benefit of Parcel 1 and Parcel 2, except as otherwise expressly provided in this *Section 6*. In the event that the owners of Parcel 1 or Parcel 2, fail to fulfill their respective obligations to maintain utility or drainage infrastructure provided for in this Declaration and/or fail to connect to the municipal storm sewer system as provided in *Section 1(b)* above and/or fail to connect to the applicable municipal utilities from Riverdale Drive as provided in *Section 1(c)* above, the City of Ramsey shall have the right to enforce such maintenance and connection obligations upon written notice to the breaching property owner, and if such breach is not promptly remediated by such breaching property owner, the City of Ramsey shall have the right to cause the necessary repair, connection and/or maintenance work to be performed and constructed at the cost of the breaching property owner.

7. Binding Effect. The provisions of this Declaration are intended to run with the land that constitutes Parcel 1 and Parcel 2, for their respective benefit and burden, all as set forth above.

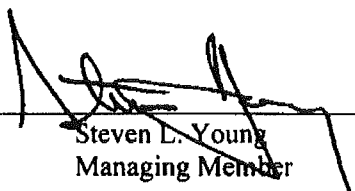
7. Amendment. The provisions of this Declaration may not be amended without the written consent of the City of Ramsey.

[Signature Block on Following Page.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date first above written.

DECLARANT:

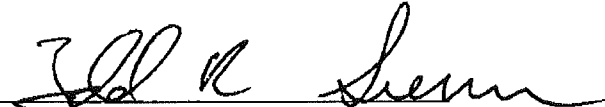
RAMSEY-ARBOR PROPERTIES, LLC

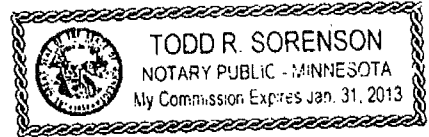
By: 
Name: Steven L. Young
Its: Managing Member

556071

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of January, 2009, by Steven L. Young, the managing member of Ramsey-Arbor Properties, LLC, a Minnesota limited liability company, on behalf of the company.


Notary Public



This instrument was drafted by:

MASLON, EDELMAN, BORMAN & BRAND, LLP [anj]
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402
(612) 672-8200

MORTGAGEE CONSENT AND JOINDER

The undersigned mortgagee(s) of the Parcel 1 and Parcel 2 consents to and joins in with the execution of the foregoing Declaration.

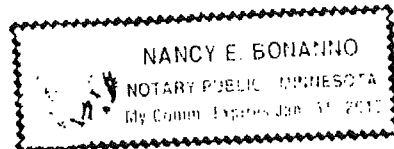
M&I MARSHALL & ILSLEY BANK, a
Wisconsin bank corporation, as successor by merger
to EXCEL BANK MINNESOTA, a Minnesota banking
corporation

By: [Signature]
Name: Daniel D Poppe
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of January 2009, by Daniel D Poppe, the Senior Vice President of M&I MARSHALL & ILSLEY BANK, a Wisconsin bank corporation, on behalf of the corporation.

Nancy E Bonanno
Notary Public



TENANT CONSENT AND JOINDER

The undersigned tenant of a portion of Parcel 1 consents to and joins in with the execution of the foregoing Declaration.

U. S. BANK NATIONAL ASSOCIATION, a national banking association

By: Rose Noetzel
Name: ROSE NOETZEL
Its: VP Corporate Real Estate

STATE OF ~~MINNESOTA~~ Ohio)
COUNTY OF Hamilton) ss.

The foregoing instrument was acknowledged before me this 23 day of January, 2009, by Rose Noetzel, the VP Corporate Real Estate of U.S. BANK NATIONAL ASSOCIATION, a national banking association, on behalf of the association.

Rebecca J. Lane
Notary Public



Rebecca J. Lane
Notary Public, State of Ohio
My Commission Expires
July 19, 2009

EXHIBIT A
Legal Description of Parcel 1

Lot 1, Block 1, in Alpaca Estates, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota (Torrens Certificate 109210)

EXHIBIT B
Legal Description of Parcel 2

Lot 7, Block 1, in Alpaca Estates 4th Addition, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota (Torrens Certificate 109210)

EXHIBIT C
Diagram of Common Drive

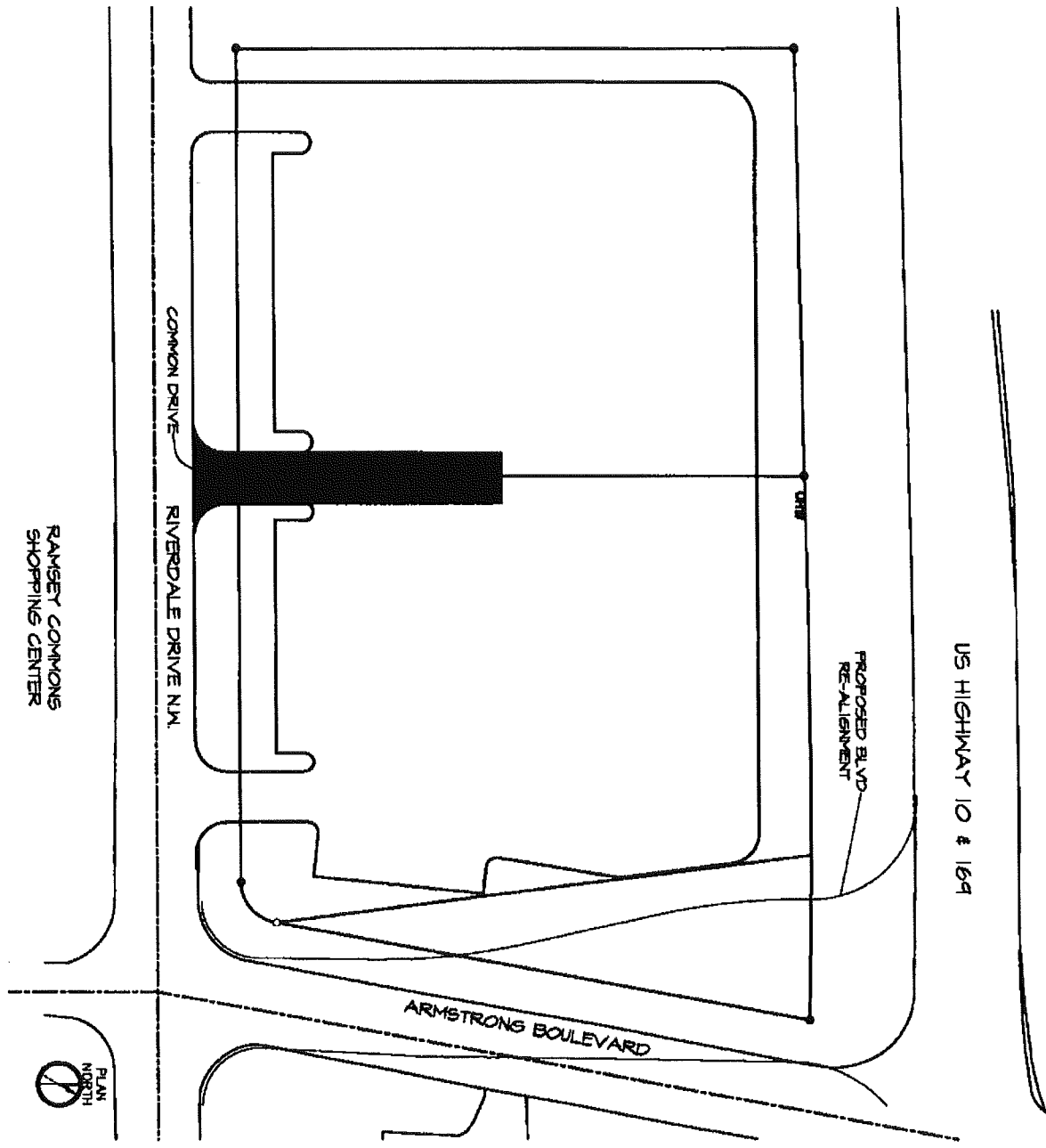


EXHIBIT D
Description of Temporary Storm Water Easement Area

The southwest 100.00 feet of the southeast 163.60 feet of Lot 7, Block 1, Alpaca Estates Fourth Addition, Anoka County, Minnesota

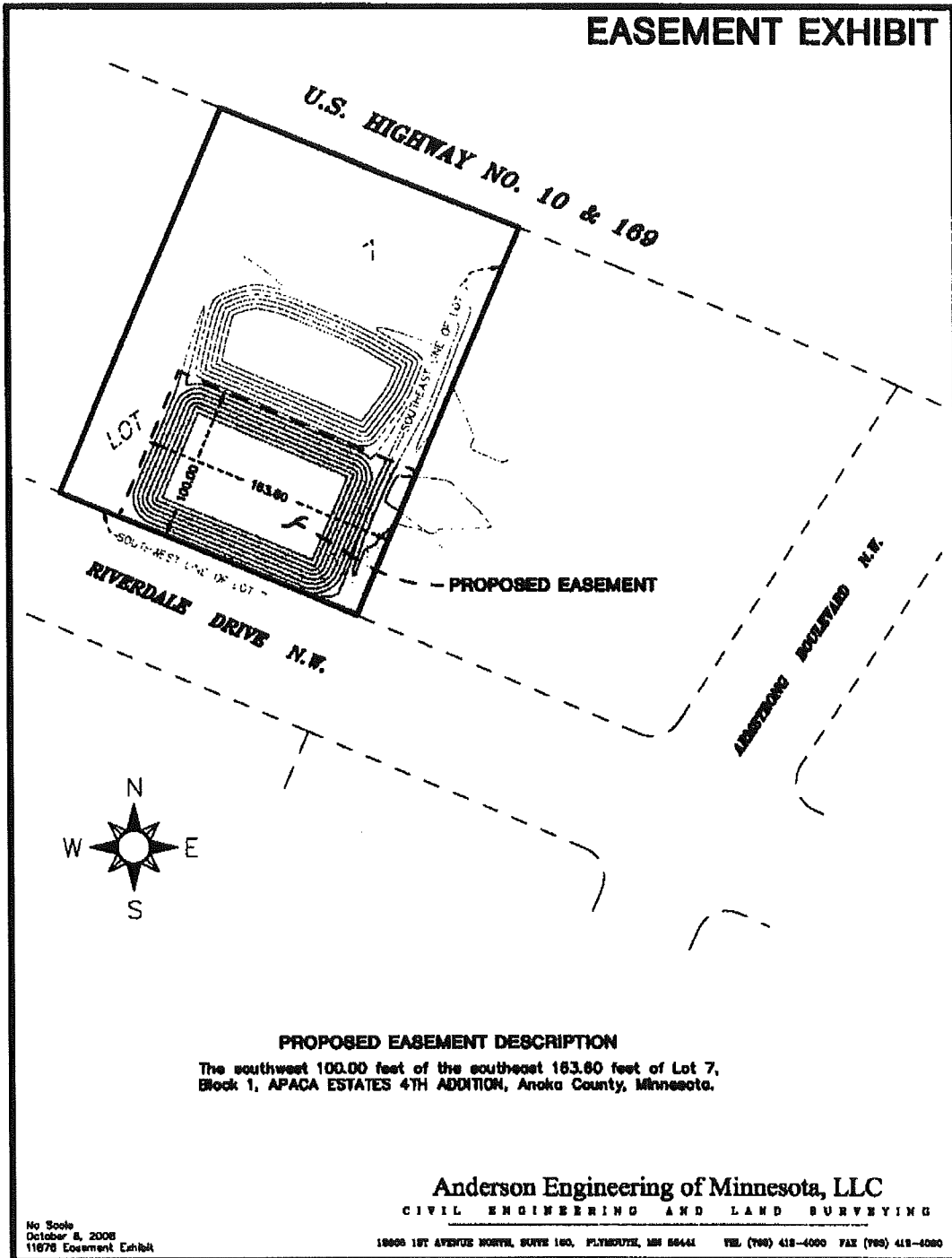


EXHIBIT E
Description of Storm Water Easement Area

The southwest 35.00 feet of the southeast 163.60 feet of Lot 7, Block 1, Alpaca Estates Fourth Addition, Anoka County, Minnesota

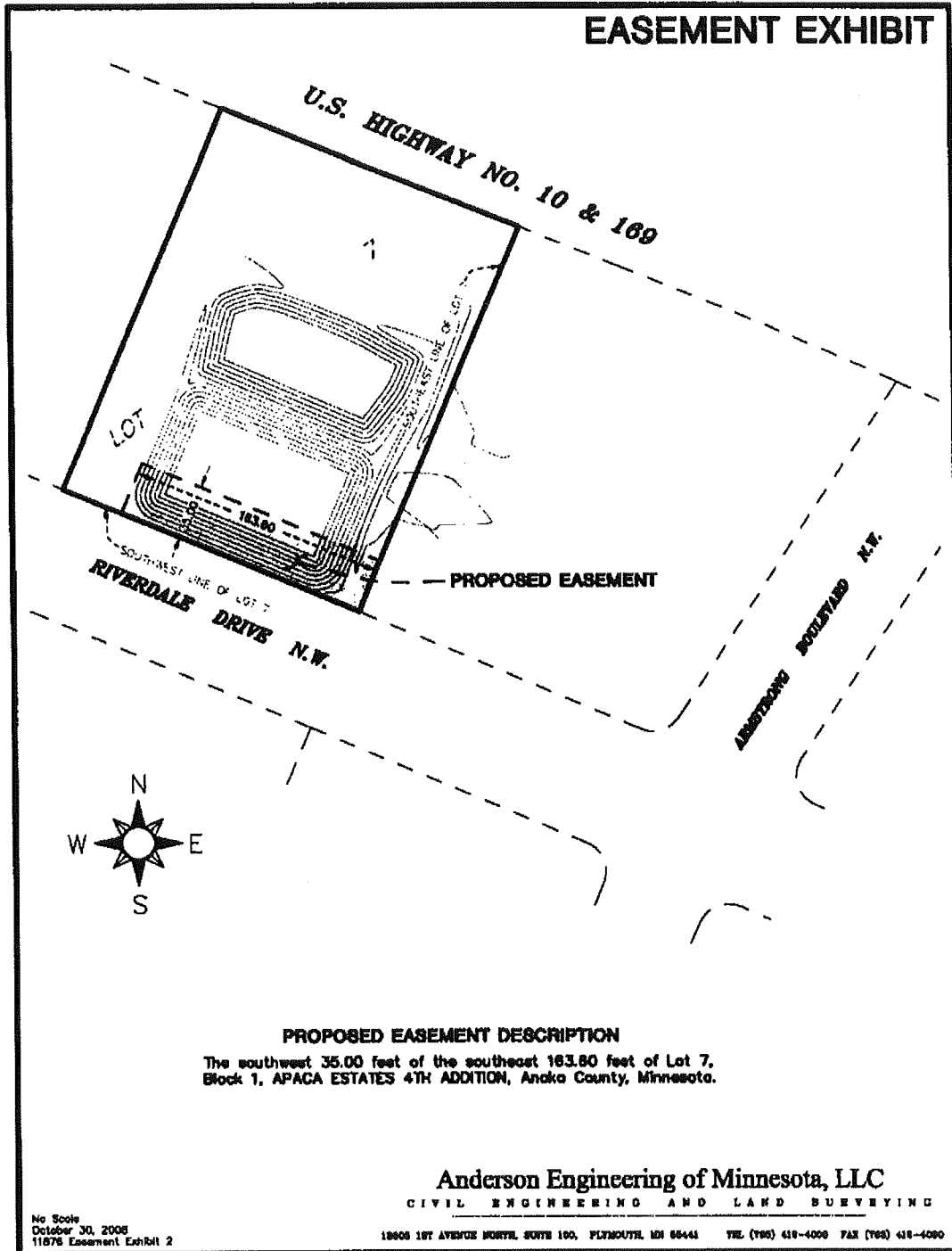
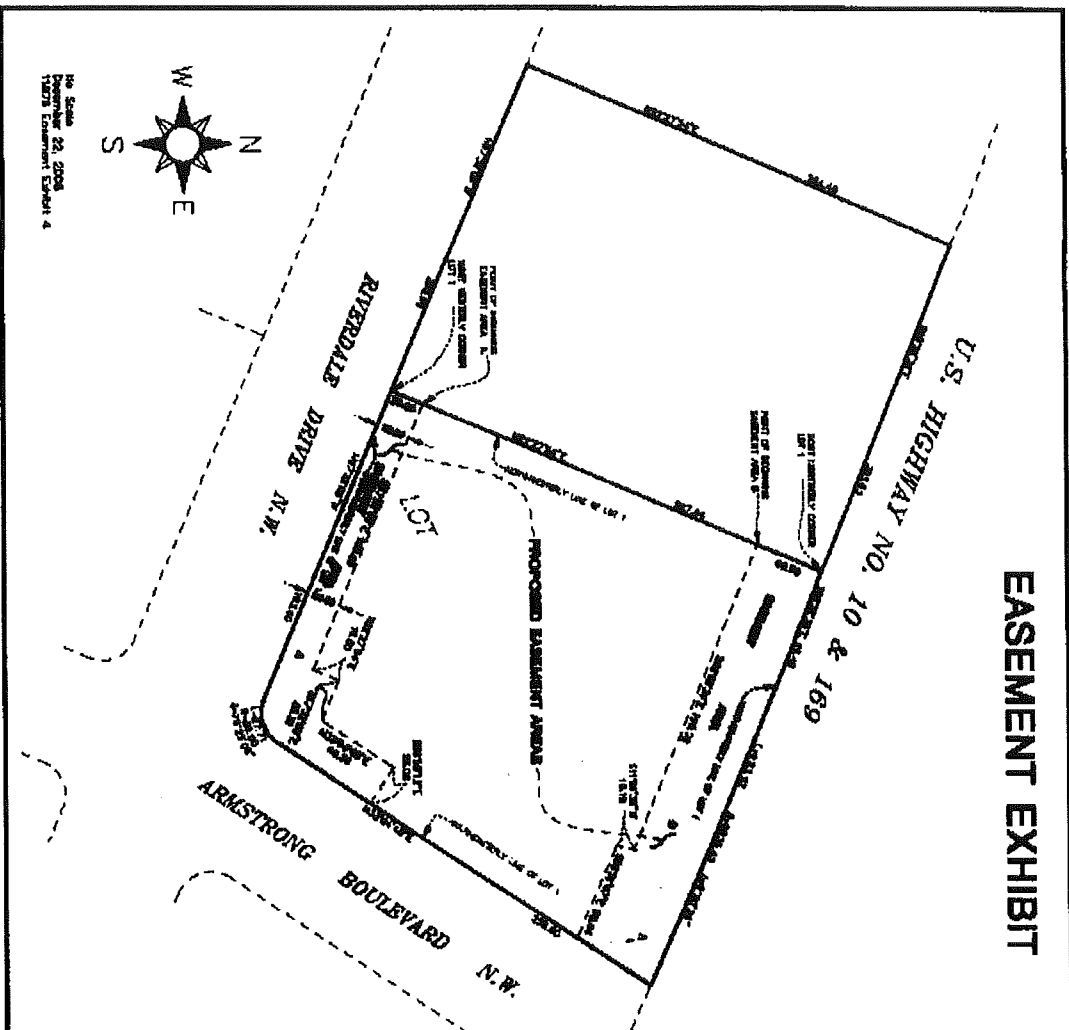


EXHIBIT F
Utility Easement Area

See attached

EASEMENT EXHIBIT



PROPOSED DESCRIPTION EASEMENT AREA A

That part of Lot 1, Block 1, ALPACA ESTATES, Anoka County, Minnesota, lying southwesterly of the following described line:

Commencing at the most westerly corner of said Lot 1; thence on an assumed bearing of North 22 degrees 27 minutes 54 seconds East, along the northwesterly line of said Lot 1, a distance of 20.00 feet to the point of beginning of the line to be described; thence South 57 degrees 32 minutes 05 seconds East, parallel to the southwesterly line of said Lot 1, a distance of 168.00 feet; thence North 22 degrees 27 minutes 54 seconds East, a distance of 15.00 feet; thence South 57 degrees 32 minutes 05 seconds East, a distance of 25.31 feet; thence North 33 degrees 04 minutes 48 seconds East, a distance of 49.36 feet; thence South 56 degrees 55 minutes 12 seconds East, a distance of 25.00 feet to the southeasterly line of said Lot 1, and said line there terminating.

PROPOSED DESCRIPTION EASEMENT AREA B

That part of Lot 1, Block 1, ALPACA ESTATES, Anoka County, Minnesota, lying northeasterly of the following described line:

Commencing at the most northerly corner of said Lot 1; thence South 22 degrees 27 minutes 54 seconds West along the northwesterly line of said Lot 1, a distance of 40.00 feet to the point of beginning of the line to be described; thence South 68 degrees 03 minutes 34 seconds East, a distance of 190.72 feet; thence South 11 degrees 51 minutes 39 seconds West, a distance of 10.19 feet; thence South 86 degrees 51 minutes 47 seconds East, a distance of 58.44 feet to the southeasterly line of said Lot 1, and said line there terminating.

As Shown
 November 22, 2004
 Surveyor
 Easement Exhibit 4

Anderson Engineering of Minnesota, LLC

CIVIL ENGINEERING AND LAND SURVEYING
 1500 1ST AVENUE NORTH, MINNETONKA, MN 55345 TEL: (763) 413-4000 FAX: (763) 413-4000

(RESERVED FOR RECORDING INFORMATION) _____

FIRST AMENDMENT TO DECLARATION OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS (“Amendment”), dated for reference purposes as of June __, 2012, by RAMSEY-ARBOR PROPERTIES, LLC, a Minnesota limited liability company (“Declarant”).

RECITALS

- A. Declarant is the owner of a certain tract of land situated in Anoka County, Minnesota, legally described on the attached *Exhibit A* (“Parcel 1”).
- B. Declarant is also the owner of a certain tract of land situated in Anoka County, Minnesota, immediately adjacent to Parcel 1, and legally described on the attached *Exhibit B* (“Parcel 2”).
- C. Declarant has previously executed a Declaration of Easements dated January 14, 2009 and filed as Document No. A498887.001 with the Office of the Registrar of Titles for Anoka County, Minnesota (the “Original Declaration”).
- D. Certain temporary easements created by the Original Declaration have expired or are otherwise no longer necessary.
- E. Declarant desires to amend the Original Declaration as set forth in this Amendment.

DECLARATION

1. **Termination of Easements.** The Temporary Storm Water Drainage Easements and Storm Water Easement *Section 1(b)* of the Original Declaration, respectively, are hereby terminated.
2. **Binding Effect.** The provisions of this Declaration are intended to run with the land that constitutes Parcel 1 and Parcel 2, for their respective benefit and burden, all as set forth above.
3. **Ratification.** Except as expressly modified by this Amendment, the terms and provisions of the Original Declaration remain in full force and effect.

[Signature Block on Following Page.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date first above written.

DECLARANT:

RAMSEY-ARBOR PROPERTIES, LLC

By: _____

Name: Steven L. Young

Its: Managing Member

886042.2

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of June, 2012, by Steven L. Young, the Managing Member of RAMSEY-ARBOR PROPERTIES, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This instrument was drafted by:
MASLON, EDELMAN, BORMAN & BRAND, LLP [anj]
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402-4140
(612) 672-8200

CITY CONSENT

The undersigned, on behalf of the City of Ramsey, Minnesota consents to the foregoing Amendment.

CITY OF RAMSEY

By: _____
Name: Bob Ramsey
Its: Mayor

By: _____
Name: Jo Ann Thieling
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this __ day of _____, 2012, by Bob Ramsey and Jo Ann Thieling the Mayor and City Clerk, respectively, of the City of Ramsey, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the city and pursuant to the authority granted by its City Council.

Notary Public

EXHIBIT A
Legal Description of Parcel 1

Lot 1, Block 1, in Alpaca Estates, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota (Torrens Certificate 109210)

EXHIBIT B
Legal Description of Parcel 2

Lot 7, Block 1, in Alpaca Estates 4th Addition, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota (Torrens Certificate 109210)