

AGREEMENT RELATED TO THE RELOCATION OF SUNWOOD DRIVE

The parties to this Agreement Related to the Relocation of Sunwood Drive (this "Agreement") are THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a body politic and corporate under the laws of the state of Minnesota ("HRA") and the CITY OF RAMSEY, a municipal corporation and political subdivision of the State of Minnesota (the "City"). This Agreement is dated, for reference purposes, as of _____, 2012

RECITALS:

A. HRA is the fee owner of the real property legally described as Outlot F, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota (the "HRA Property");

B. The HRA Property is adjacent to Sunwood Drive, a dedicated public right of way;

C. The City desires to relocate a portion of Sunwood Drive onto a portion of the HRA Property, and the HRA is willing to grant the City the right to use portions of the HRA Property for the relocated right-of- way and to otherwise facilitate the relocation of the portion of Sunwood Drive;

C. HRA and the City anticipate that HRA will re-plat the HRA Property in the near future and in connection therewith will dedicate a new right-of-way necessary for the relocated Sunwood Drive; and

D. HRA has agreed to grant the City a right-of-way easement over and across the proposed location of the realigned Sunwood Drive and a related temporary construction easement for the construction, maintenance and repair of the realigned Sunwood Drive, subject to the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals, the various rights and obligations of the parties under this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HRA and the City covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Right-of-Way Easement. HRA grants to the City an easement for public right of way purposes (the "Right-of-Way Easement") over and across the portion of the HRA Property depicted on the attached Exhibit A-1 and legally described on the attached Exhibit A-2 (the "Right-of-Way Easement Area"). The Right-of-Way Easement will automatically terminate at such time as the HRA or one or more of its successors in title dedicate the Right-of-Way Easement Area to the public in a recorded plat.

3. Grant of a Temporary Construction Easement. HRA grants to the City a temporary, non-exclusive easement over and across a portion of the HRA Property that is depicted on the attached Exhibit B-1 and legally described on the attached Exhibit B-2 and (the “Construction Easement Area”) to permit the City to use the Construction Easement Area for the staging materials and equipment to be used in the construction of the realigned Sunwood Drive and for any other purposes related to such construction (the “Temporary Construction Easement”). The Temporary Construction Easement shall automatically terminate and be of no further force and effect as of _____, 20__, without any further action by the parties hereto.

4. Removal of Soil. The HRA grants the City the right to remove up to ___ cubic yards of soil from the portion of the HRA Property legally described on the attached Exhibit C for use in connection with the construction of the realigned Sunwood Drive and the grading of the adjacent, unimproved right of way; provided that the City’s right to remove such soils terminates on _____, 20__.

5. Grading. The City agrees to grade the portion of the HRA Property legally described on the attached Exhibit D-1 in conformance with the grading plans described on the attached Exhibit D-2 (the “Grading Plans”) and to complete such grading on or before _____, 20__.

6. Compliance with Laws and Indemnification. The City agrees that it will exercise its rights and perform its obligations under Sections 4 and 5 in a manner that complies with all applicable federal, state and local statutes, laws, ordinances, rules and regulations and with the erosion control and restoration requirements, if any, set forth in the Grading Plans. The City agrees to indemnify and defend the HRA against and to hold the HRA harmless from any and all third party claims arising out of or in any way relating to the City’s exercise of its rights and performance of its obligations under this Agreement.

7. Miscellaneous.

7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

7.2 Remedies and Enforcement. In the event of a breach of any term of this Agreement, the non-breaching party shall have the right to exercise any and all remedies afforded under law and at equity.

7.3 Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of the parties hereto, evidenced by a document that has been fully executed and acknowledged by the duly authorized representatives of each party hereto.

7.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.5 Severability. If any covenant, condition, provision, or term of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all

other covenants, conditions, provisions, terms of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

7.6 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are merged into and superseded by this Agreement.

7.7 Governing Law. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.8 Authority. The parties and each individual signing this Agreement on behalf of the parties, represent and warrant that they are duly authorized to sign on behalf of and to bind such party and that this Agreement is a duly authorized, binding and enforceable obligation of such party.

7.9 Counterpart. Each party may execute a separate copy of this Agreement, This Agreement will be enforceable when each party has executed and acknowledged a copy of this Agreement and each party has delivered an original or copy of the Agreement that the party has signed to the other party.

[SIGNATURE PAGES FOLLOW]

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

THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA,
a public body under the laws of Minnesota.

By: _____
Its Chairperson

By: _____
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the Chairperson, and _____ the Executive Director of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body under the laws of Minnesota, on behalf of said public body.

Notary Public

[Signature page 1 of 2 to Agreement Related to Sunwood Drive]

CITY OF RAMSEY,
a municipal corporation organized and existing
under the laws of the State of Minnesota

By: _____
Its: Mayor

By: _____
Its: City Administrator

[AFFIX CITY SEAL]

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this __ day of ____, 2012, by ____
_____, the Mayor, and _____, the City Administrator, of the City of
Ramsey, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

Drafted By:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
612-977-8400 (TLB)

[Signature page 2 of 2 to Agreement Related to Sunwood Drive]

EXHIBIT A-1

DEPICTION OF THE RIGHT-OF-WAY EASEMENT AREA

EXHIBIT A-2

LEGAL DESCRIPTION OF THE RIGHT-OF-WAY EASEMENT AREA

EXHIBIT B-1

DEPICTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT B-2

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT C

LEGAL DESCRIPTION OF THE PERMITTED SOIL REMOVAL AREA

EXHIBIT D-1

LEGAL DESCRIPTION OF THE REQUIRED GRADING AREA

EXHIBIT D-2
GRADING PLANS