

## CROSS ACCESS AND MAINTENANCE LICENSE AGREEMENT

**AGREEMENT** dated this 15<sup>th</sup> day of July 2005 by and between the City of Ramsey, Minnesota, a municipal corporation ("Ramsey") and Ramsey JR Partners, LLC, a Minnesota limited liability company ("JR").

**WHEREAS**, JR and Ramsey Premier Partners, LLC ("Premier") are the fee owners of adjacent property in Anoka County, Minnesota; and

**WHEREAS**, Premier is the fee owner of the property legally described as follows: Tract C, Registered Land Survey No. 151, Anoka County ("Premier Property"); and

**WHEREAS**, JR is the fee owner of the property legally described as follows: Tract A & B, Registered Land Survey No. 151, Anoka County ("JR Property"); and

**WHEREAS**, simultaneous with the execution of this Agreement, Premier will transfer and sell the Premier Property to the City of Ramsey ("Ramsey"); and

**WHEREAS**, Ramsey will agree to grant a temporary license to JR for cross access purposes over the Premier Property pursuant to this agreement (this "License Agreement").

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Premier Driveway License.** Ramsey hereby grants and conveys to JR, and its successors and assigns a temporary nonexclusive license to enter the Premier Property for vehicular and pedestrian ingress and egress purposes for JR's employees, agents and customers and employees, agents and customers of any tenant of JRs over, upon and across that portion of the Premier Property, legally described on Exhibit A (the "Driveway License Area").
2. **Use of the Driveway License.** The Driveway License Area shall be used solely for vehicular and pedestrian ingress and egress purposes. Notwithstanding the foregoing sentence, either JR or Ramsey may install directional or informational signage to facilitate access across the Driveway License Area, which signage shall (a) be installed at the sole cost of the party requesting the same and (b) be reasonably approved by both parties prior to installation. Neither party's use of the Driveway License Area pursuant to the terms of this License Agreement shall interfere with any business operations upon the Premier Property. Ramsey specifically reserves the right to any subsurface use of the Driveway License Area and the right to install and maintain any pipes, conduits, wires and the like under, upon or over the Driveway License Area which do not unreasonably interfere with the JR's use of the Driveway License Area. The party exercising such use of the Driveway License Area shall promptly repair any damage to the Driveway License

Area caused by such use. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the Driveway License Area and no change of grade elevation or any excavation shall be performed without the prior written approval of both parties, which approval shall not be unreasonably withheld. This License Agreement does not dedicate the Driveway License Area for public use or to the public in any manner whatsoever.

3. **Maintenance and Repair of License Area.** The parties covenant and agree to the maintenance of the Driveway License Area in good condition and repair pursuant to this Section.
  - 3.1 **Maintenance.** The parties agree that the License Area requires removal of all papers, debris, snow, ice, filth and refuse and thorough sweeping to the extent reasonably necessary to keep the License Area in a neat, clean and orderly condition (“Maintenance”). JR shall perform necessary maintenance on the Driveway License Area.
  - 3.2 **Repair/Replacement.** At all times during the term of this License Agreement, JR agrees to be solely responsible for the cost and expense for (a) maintaining the surface of the License Area at such grades and levels that they may be used and enjoyed as a contiguous and homogeneous common area and (b) maintaining such surface in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability (collectively, “Repair/Replacement”).
4. **Barriers.** Ramsey may erect curbs, fences and landscaping on the Premier Property in order to define the license area (the “Definition”). Such Definition shall not detract, prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, from and between the License Area, the Premier Property and the JR Property.
5. **Rules and Regulations.** Ramsey shall have the right to enact reasonable written rules concerning the conduct and operation of the Driveway License Area.
6. **Compliance with Law.** JR and Ramsey covenant and agree, with respect to their own properties defined herein, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including without limitation costs and reasonably attorney’s fees) arising out of, or in any way related to, either party’s failure to maintain their respective properties defined herein in a safe condition. The indemnifying party shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this License Agreement. Each party further covenants and agrees to pay all real estate taxes and assessments for its respective

Property, subject to a bonafide contest which does not jeopardize the other party's rights pursuant to this License Agreement.

7. **Insurance.** Commencing with the date of this License Agreement and hereafter, each party shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the License Area. The insurance coverage required under this Section shall extend to any liability of the parties arising out of the indemnities described in Section 8 of this License Agreement.
8. **Indemnification.** JR hereby indemnifies, defends and holds Ramsey harmless against all claims, demands, loss, damages, liabilities and expenses and all suits, actions and judgments (including without limitation costs and reasonable attorney's fees) arising out of, or in any way related to (a) JR's failure to maintain the Driveway License Area in a safe condition and/or (b) loss of life, personal injury or damage to property or any of the above, occasioned wholly or in part by any act or omission of JR, its tenants, subtenants, agents, employees, licensees or invitees. Ramsey shall give prompt and timely notice of any claim made or suit or action commenced against Ramsey which in any way would result in indemnification under this License Agreement.
9. **Notice.** Any notice or demand permitted or required to be given or made hereunder shall be deemed given or made when delivered personally or when deposited in the United States Mail, postage prepaid, certified mail (return receipt requested), to the addresses set forth below, which addresses may be changed by the respective parties hereto, their successors or assigns, by sending written notice thereof as aforesaid to the other party and specifying the new address.

If to Ramsey:

City of Ramsey  
Attention: City Administrator  
City Hall  
15153 Nowthen Boulevard  
Ramsey, MN 55303

If to JR:

Ramsey JR Partners, LLC  
c/o Rodney A. Lee  
11505 Palisades Court  
Blaine, MN 55449

10. **Warranties of Title.** Ramsey hereby warrants to JR that (a) after acquiring the Premier Property from Premier, Ramsey will have good and indefeasible fee simple title to the License Area, (b) Ramsey has the full right and lawful authority to grant the License described in this License Agreement, and (c) JR may peaceably have, hold and enjoy the License described in this License Agreement.
11. **Continuation of Benefits and Burdens.** All provisions of this License Agreement, including the benefits and burdens, are binding upon and shall inure to the benefit of the assigns, licensees, invitees, successors, tenants and employees of the parties to this License Agreement.
12. **Termination of License.** Ramsey is purchasing the Premier Property as part of proposed expansion and improvement of the Highway 10 corridor (“Highway 10 Project”). This License Agreement shall remain in full force and effect until final approval and implementation of the Highway 10 Project. When Ramsey transfers the Premier Property to the State of Minnesota as part of the Highway 10 Project, this License Agreement shall terminate and be of no further force and effect. Neither the Minnesota Department of Transportation (MnDOT), the State of Minnesota nor Ramsey shall be obligated to compensate the then owners of the JR Property for the termination of this License Agreement or the loss by the JR Property of access over the License Area to Highway 10. JR, their successors and assigns waive any claims for damages to the fair market value of the JR Property as a result of the termination of this License Agreement and further waive any claim for relocation benefits. Ramsey agrees to use its best efforts to give the owners of the JR Property ninety (90) days notice before this Agreement is terminated. JR agrees that this Agreement shall terminate upon transfer of the Premier Property to the State of Minnesota.
13. **Strict Construction.** The rule of strict construction does not apply to this License Agreement. This License Agreement shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to the parties is carried out.
14. **Amendments.** The parties hereto acknowledge and agree that this License Agreement shall not be modified or amended without the written approval of both parties.
15. **Termination of Covenant or Liability.** Whenever a transfer of ownership of either the Premier Property or the JR Property occurs, liability of the transferor for breach of any covenants occurring thereafter automatically terminates provided, however, such transferor shall remain liable for any sums of money or obligations incurred prior to such transfer.

IN AGREEMENT, the parties have executed this License Agreement as of the date and year first above written.

**CITY OF RAMSEY**  
a municipal corporation

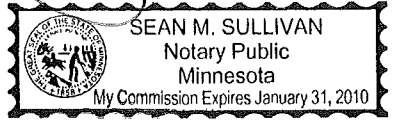
BY: [Signature]

Its: MAYOR

BY: [Signature]

Its: CITY ADMINISTRATOR

STATE OF MINNESOTA )  
  ) SS  
COUNTY OF \_\_\_\_\_ )



On this 15<sup>th</sup> day of July 2005, before me, a Notary Public, personally appeared THOMAS G. GAMEL, the MAYOR and JAMES E. NORMAN, the CITY ADMINISTRATOR of the City of Ramsey, a municipal corporation on behalf of the City of Ramsey.

[Signature]  
(Notary Public)

**RAMSEY JR PARTNERS, LLC**  
a Minnesota limited liability company

BY: [Signature]

Rodney A. Lee  
Its: Chief Manager

STATE OF MINNESOTA )  
  ) SS  
COUNTY OF Anoka )

On this 15<sup>th</sup> day of July 2005, before me, a Notary Public, personally appeared Rodney A. Lee, the Chief Manager of Ramsey JR Partners, LLC a Minnesota limited liability company on behalf of the limited liability company.

[Signature]  
(Notary Public)

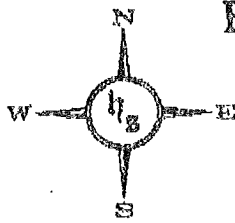
This instrument was drafted by:  
Robert J. Foster, Esq.  
Foster & Brever, LLC  
2855 Anthony Lane, Suite 200  
St. Anthony, MN 55418  
(612) 436-3290      FAX: (612) 788-9879



**EXHIBIT A**  
**Legal Description of the Driveway License Area**

An easement for driveway purposes over, under and across the following described property:

That part of Tract C, REGISTERED LAND SURVEY NO. 151, Anoka County, Minnesota, files of the Registrar of Titles in and for said county, lying southwesterly of the Northeasterly 135 feet thereof.



# HY-LAND SURVEYING, P.A. ©

## LAND SURVEYORS

8700 Jefferson Highway  
Osseo, Minnesota 55389  
PHONE (763)483-5781  
FAX (763)493-5781

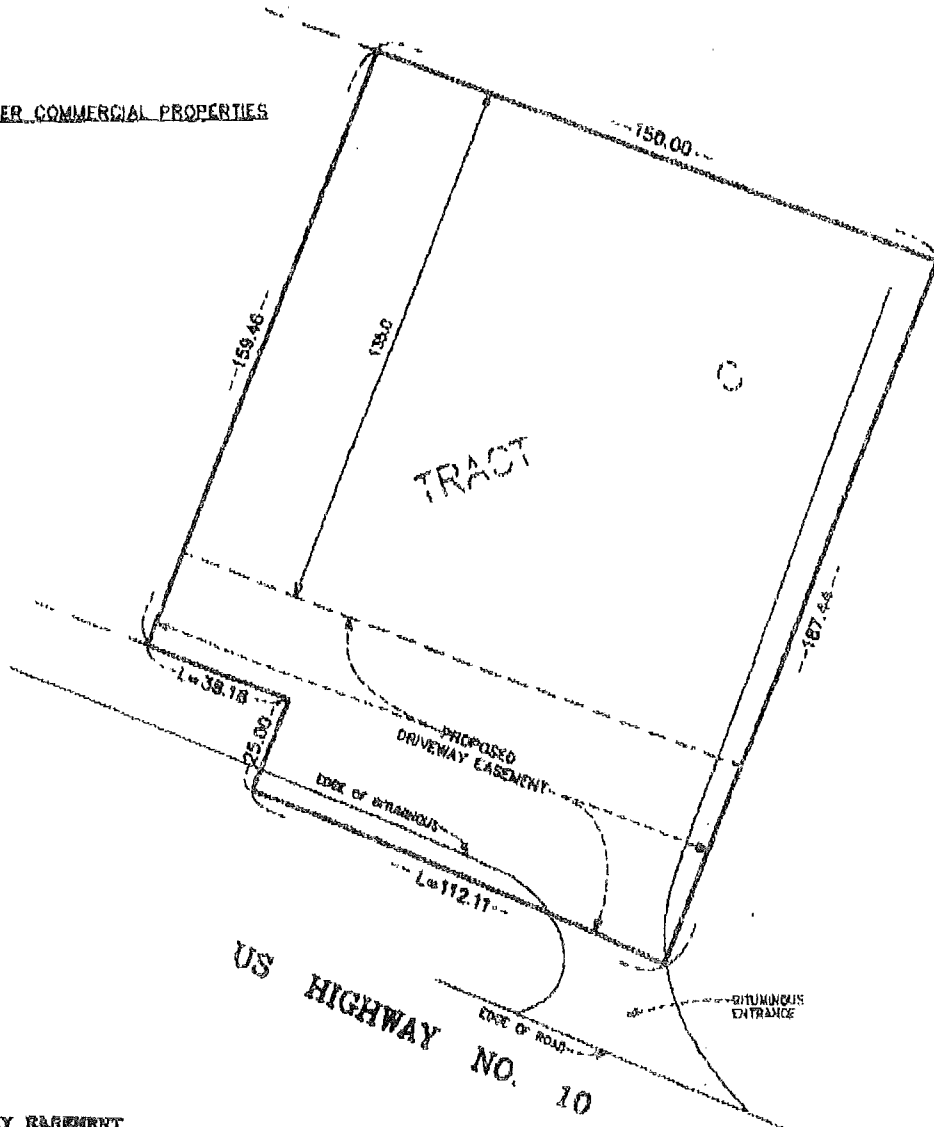
INVOICE NO. 29,087  
F.B. NO. \_\_\_\_\_  
SCALE 1" = 30'

### Surveyors Certificate

NOTE: PROPERTY CORNERS  
SET BY DEVELOPERS SURVEYOR

Property Located in Part Of  
\_\_\_\_\_ Sec. 35, Twp. 32, R. 25.

PREMIER COMMERCIAL PROPERTIES



#### DRIVEWAY EASEMENT

An easement for driveway purposes over, under and across the following described property:

That part of Tract C, REGISTERED LAND SURVEY NO. 151, Anoka County, Minnesota, filed of the Registrar of Titles in and for said county, lying southwesterly of the Northeasterly 135 feet thereof.

TRACT C, R.L.S. NO. 151

This survey is certified only to the above named person or persons and not to subsequent buyers, mortgagees or title holders.  
The only measurements shown are from plots of record of information provided by client. All building dimensions and floor elevations must be verified by client.

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Surveyed by us this 31st day of May, 2005

Signed *Milton E. Hyland*  
Milton E. Hyland, Minn. Reg. No. 20262