



508341.013

DECLARATION OF RECIPROCAL DRIVEWAY EASEMENTS AND DRAINAGE AND UTILITY EASEMENTS

1. **Declarant.** The Housing and Redevelopment Authority in and for the City of Ramsey, a body politic and corporate under the laws of the state of Minnesota (the "HRA") makes this Declaration of Reciprocal Driveway Easements and Drainage and Utility Easements (this "Declaration") as of the date set forth in Section 2 below.

2. **Effective Date.** This Declaration is effective as of the 30th day of April, 2012.

3. **Recitals.**

3.1 **Recital One.** The HRA is the owner of the real property legally described as Lot 3, Block 1, COR ONE, Anoka County, Minnesota ("Lot 3") and the real property legally described as Outlot A, COR ONE, Anoka County, Minnesota ("Outlot A").

3.2 **Recital Two.** The HRA desires to create a reciprocal easements for driveway over and across portions of Lot 3 and Outlot A to establish common access points between those parcels and Veterans Drive (f/k/a Civic Center Drive), a dedicated public right-of-way located southwesterly of Lot 3 and Outlot A and between these parcels and Sunwood Drive, a dedicated public right-of-way located northeasterly of Lot 3 and Outlot A.

3.3 **Recital Three.** In addition, the HRA desires to create two easements for drainage and utility purposes over portions of Lot 3 for the benefit of Outlot A.

4. **Declaration of Reciprocal Access Easements.** The HRA hereby declares perpetual, non-exclusive, appurtenant easements over, under and across the portions of Lot 3 legally described on the attached **Exhibit A-1** and depicted on the attached **Exhibit A-2** (the "Lot 3 Easement Areas") for the construction, use, maintenance, repair and replacement of a driveway and the use such driveway by the owner of Outlot A and its employees, agents, contractors, tenants and invitees. These easements are appurtenant to Outlot A. The HRA also hereby declares perpetual, non-exclusive, appurtenant easements over, under and across the portions of Outlot A legally described on the attached **Exhibit B-1** and depicted on the attached

Exhibit B-2 (the "Outlot A Easement Areas") for the construction, use, maintenance, repair and replacement of a driveway and the use of such driveway by the owner of Lot 3 and its employees, agents, contractors, tenants and invitees. This easement is appurtenant to Lot 3. The Lot 3 Easement Areas and the Outlot A Easement Areas are referred to herein, collectively, as the "Driveway Easement Areas."

5. **Drainage and Utility Easements.** The HRA hereby declares perpetual, non-exclusive, easements over, under and across the portions of Lot 3 legally described on the attached **Exhibit C-1** and depicted on the attached **Exhibit C-2** (the "Drainage and Utility Easement Areas") for the construction, use, maintenance, repair and replacement of below grade drainage and utility lines, pipes and other improvements.

6. **Construction of Driveway Improvements.** If the owner of Lot 3 constructs driveways on the Outlot A Easement Areas in connection with the development of Lot 3 or if the owner of Outlot A constructs driveways on the Lot 3 Easement Areas in connection with the development of Outlot A, they must do so at their sole cost and expense and they are not entitled to any reimbursement for such construction costs from the owner of the other parcel.

7. **Maintenance, Repair and Replacement of the Driveway Improvements.** The owner of Lot 3 must, at its sole cost and expense, maintain, repair and, as necessary, replace any driveway improvements constructed within the Lot 3 Easement Areas, and the owner of Outlot A must, at its sole cost and expense, maintain, repair and, as necessary, replace any driveway improvements constructed within the Outlot A Easement Areas; provided, however, neither owner is obligated to maintain, repair or replace any driveway improvements located on its property until such time as a certificate of occupancy has been issued for improvements constructed on its property. For purposes of this Section 7, maintenance includes snow removal. Notwithstanding the forgoing, the owners of Lot 3 and Outlot A may subsequently agree to jointly contract for the maintenance, repair and, as necessary, replacement of any driveway improvements constructed within the Driveway Easement Areas and to allocate the costs of such maintenance, repair and, as necessary, replacement in any manner they deem appropriate. If either the owner of Lot 3 or Outlot A fails to reasonably maintenance, repair or, as necessary, replace any driveway improvements constructed within its property as required hereunder, the other parcel owner may, after thirty (30) days written notice and the failure of the non-performing owner to perform its obligations under this Section 7, undertake such maintenance, repair and, as necessary, replacement work within the easement as it deems necessary and appropriate, but such work shall be undertaken at the performing owner's sole cost and expense.

8. **Indemnifications and Obligation to Repair.** The owner of Lot 3 and the owner of Outlot A must each indemnify and defend the other parcel owner against and hold the other parcel owner harmless from, any third party claims, including, but not limited to, mechanics liens claims, arising out of or relating to any construction, maintenance, repair or replacement work performed by or at the request of the indemnifying party within the Driveway Easement Areas. The owner of Outlot A must indemnify and defend the owner of Lot 3 against and hold the owner of Lot 3 harmless from, any third party claims, including, but not limited to, mechanics liens claims, arising out of or relating to any construction, maintenance, repair or replacement work performed by or at the request of the owner of Outlot A within the Drainage and Utility Easement Areas. Notwithstanding the provisions of Section 7, each owner is solely responsible

for the cost of repairing or, if necessary, replacing any improvements within the Driveway Easement Areas that each owner or its respective employees, agents, contractors, tenants or invitees damage.

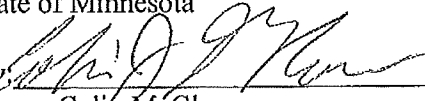
9. **Enforcement.** The owners of all or any portion of Lot 3 or of all or any portion of Outlot A may enforce the terms of this Declaration in a legal or equitable action brought in a court of competent jurisdiction, and the prevailing party in any such action is entitled to recover from the opposing party the prevailing parties attorney's fees and costs.

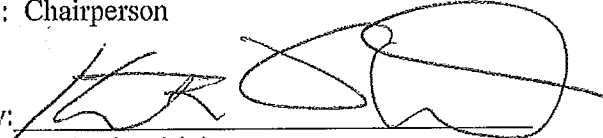
10. **Run With Title.** The benefits and burdens of the covenants and easements set forth in this Declaration run with title to Lot 3 and to Outlot A and inure to the benefit of and are binding upon the owners of Lot 3 and Outlot A and their successors in title to all or any portions of Lot 3 and Outlot A.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Easement on the date set forth in Section 2 above.

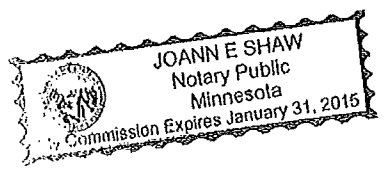
THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA,
a body politic incorporate under the laws of the
State of Minnesota

By: 
Name: Colin McGlone
Its: Chairperson

By: 
Name: Kurtis Ulrich
Its: Executive Director

STATE OF MINNESOTA)
) ss. et
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 27th day of April, 2012, by Colin McGlone and Kurtis Ulrich the Chairperson and Executive Director of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota on behalf of the authority.




Signature of Notary Public

DRAFTED BY AND WHEN
RECORDED RETURN TO:

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

EXHIBIT A-1

Legal Description of the Lot 3 Easement Areas

*Should be
"westerly"*

THE WESTERLY 13.00 FEET OF THE NORTHERLY 40.00 FEET AND THE **EASTERLY** 13.00 FEET OF THE SOUTHERLY 50.00 FEET OF LOT 3, BLOCK 1, COR ONE, ANOKA COUNTY, MINNESOTA.

EXHIBIT A-2

Depiction of the Lot 3 Easement Areas

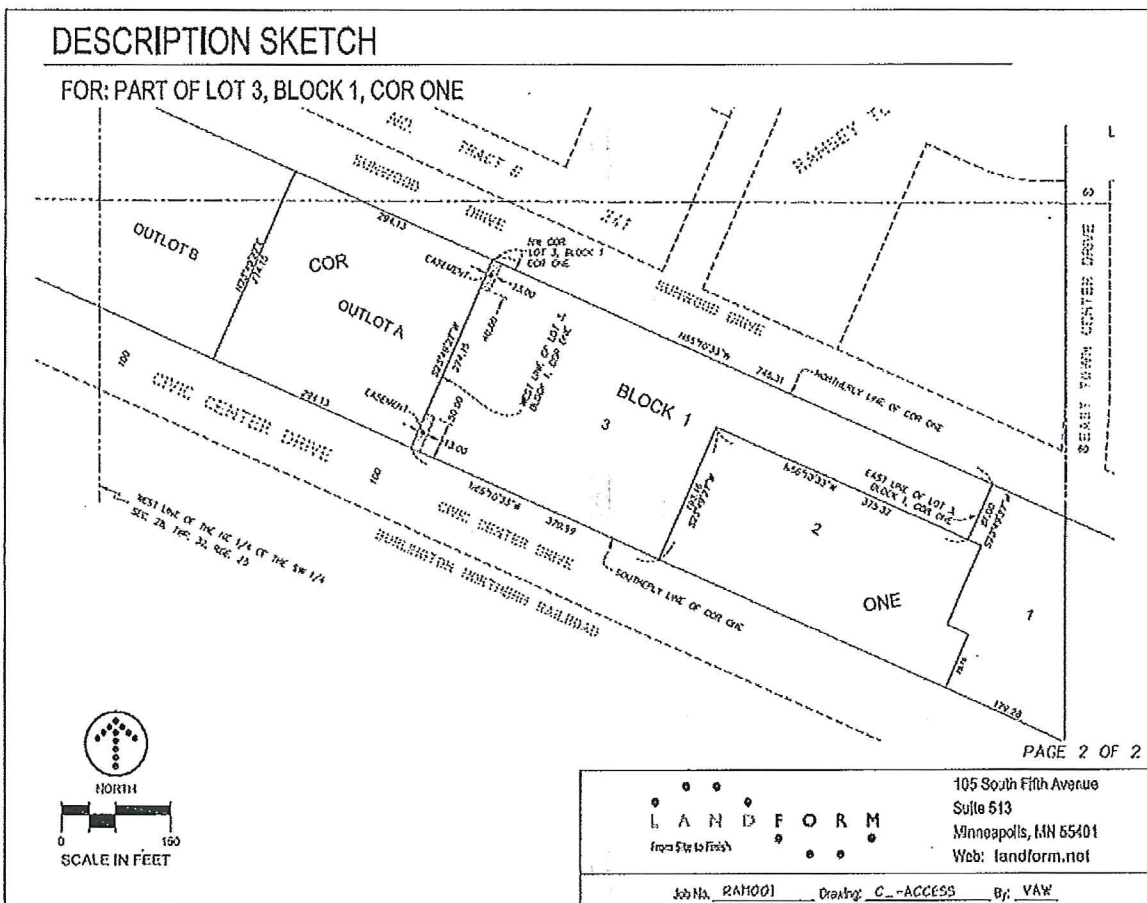


EXHIBIT B-1

Legal Description of the Outlot A Easement Areas

THE EASTERLY 13.00 FEET OF THE NORTHERLY 40.00 FEET AND THE EASTERLY 13.00 FEET OF THE SOUTHERLY 50.00 OF OUTLOT A, COR ONE, ANOKA COUNTY, MINNESOTA.

EXHIBIT C-1

Legal Description of the Drainage and Utility Easement Areas

EASEMENT 1

A 10.00 FOOT WIDE EASEMENT OVER, UNDER AND ACROSS LOT 3, BLOCK 1, COR ONE, ANOKA COUNTY, MINNESOTA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 66 DEGREES 10 MINUTES 33 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTHERLY LINE OF SAID COR ONE, A DISTANCE OF 39.86 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 23 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.95 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 50.18 FEET; THENCE NORTH 65 DEGREES 43 MINUTES 13 SECONDS WEST, A DISTANCE OF 4.98 FEET TO THE WEST LINE OF SAID LOT 3 AND THERE TERMINATING.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE NORTH AND WEST LINES OF SAID LOT 3.

EASEMENT 2

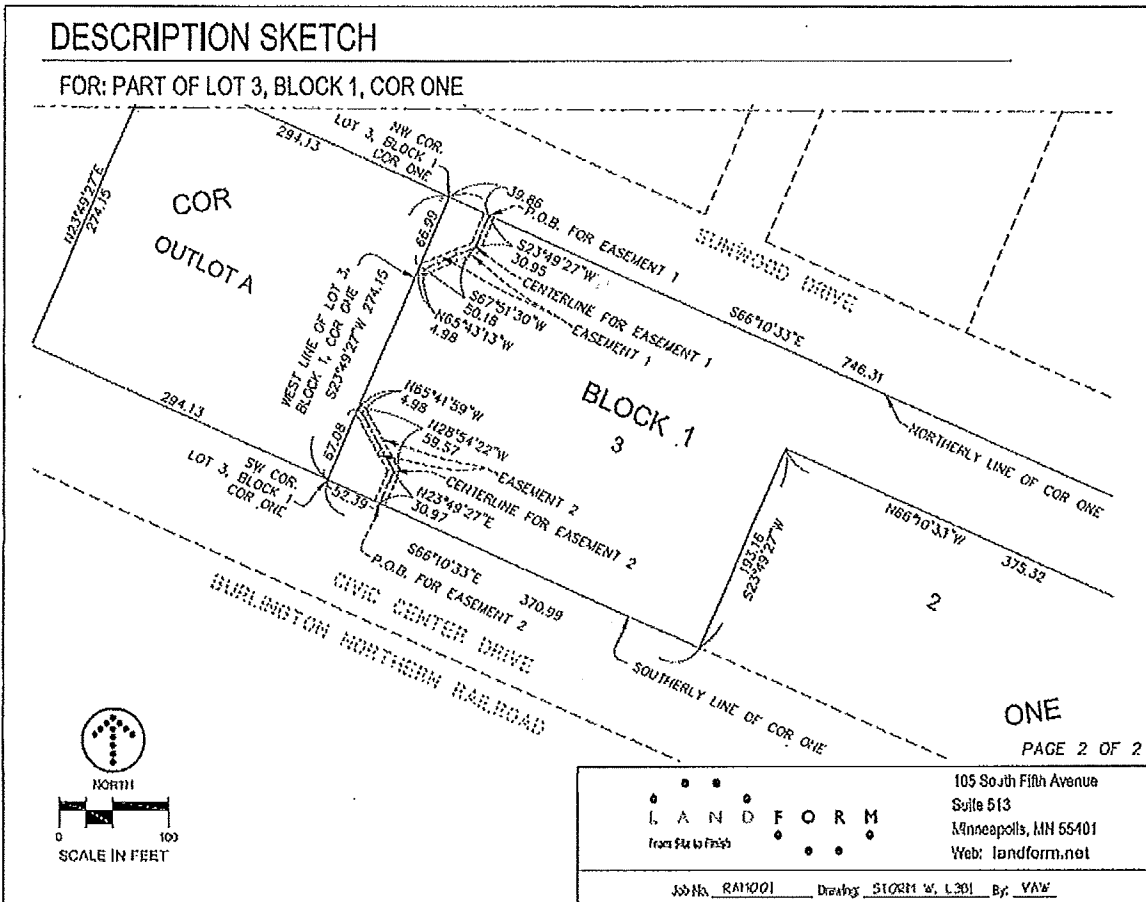
A 10.00 FOOT WIDE EASEMENT OVER, UNDER AND ACROSS LOT 3, BLOCK 1, COR ONE, ANOKA COUNTY, MINNESOTA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 66 DEGREES 10 MINUTES 33 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTHERLY LINE OF SAID COR ONE, A DISTANCE OF 52.39 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 23 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 30.97 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 22 SECONDS WEST, A DISTANCE OF 59.57 FEET; THENCE NORTH 65 DEGREES 41 MINUTES 59 SECONDS WEST, A DISTANCE OF 4.98 FEET TO THE WEST LINE OF SAID LOT 3 AND THERE TERMINATING SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE SOUTH AND WEST LINES OF SAID LOT 3.

EXHIBIT C-2

Depiction of the Drainage and Utility Easement Areas



ANOKA COUNTY MINNESOTA

Document No.: 508341.013 TORRENS

I hereby certify that the within instrument was filed in this
office for record on: 05/03/2012 3:14:00 PM

Fees/Taxes In the Amount of: \$46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

CGT, Deputy

Record ID: 2491130 /GKZ

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

