

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CB Ramsey Housing Limited Partnership, a Minnesota limited partnership (the "Grantor") and the City of Ramsey, Minnesota (the "Grantee").

### Recitals

A. Grantor is the fee owner of certain real estate (the "Property") in Anoka County, Minnesota, described as follows:

Lot 1, Block 1, Sunwood Village, Anoka County, Minnesota.

B. Grantee has requested a permanent easement over a portion the Property legally described and depicted on the attached Exhibit A (the "Easement Area") for a non-exclusive, perpetual easement for pedestrian purposes in connection with the sidewalks (the "Sidewalks"), part of which are located on the Easement Area, and Grantor has agreed to grant such easement to Grantee in accordance with the terms and conditions stated herein.

### Grant of Easement

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

1. Easement. Grantor hereby grants, bargains, and conveys to Grantee for the benefit of the public, a perpetual, non-exclusive, appurtenant easement for sidewalk purposes by pedestrians over and across the Easement Area (the "Easement").

2. Exclusivity and Restrictions. In accordance with the terms of this Agreement, Grantor may continue to use the Easement Area for any purpose which does not unreasonably interfere with the public's use of the Easement Area for sidewalk purposes. Grantor shall not grant any rights to the Easement Area to any other party during the term of this Easement which would interfere with or jeopardize the use of the Easement Area. The Easement is subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of record related to the Easement Area and all applicable laws, regulations, ordinances and rules.

3. Easement to Run with Land. The Easement created herein shall run with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

4. Amendment; Modification; Termination. This Agreement may not be modified, restated, amended, or changed in any way without the prior written consent of the Grantor and Grantee.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

*[The remainder of this page has been left intentionally blank]*

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

**GRANTOR:**

**CB RAMSEY HOUSING LIMITED PARTNERSHIP,**  
a Minnesota limited partnership

By : CB Ramsey Housing LLC  
Its : General Partner

By : \_\_\_\_\_  
Ellen Higgins  
Its Chief Manager

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public, personally appeared Ellen Higgins, the Chief Manager of CB Ramsey Housing LLC, a Minnesota limited liability company, the general partner of CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, named in the foregoing instrument and acknowledged said instrument on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**CITY OF RAMSEY, MINNESOTA**

By: \_\_\_\_\_  
Name: Sarah Strommen  
Its: Mayor

By: \_\_\_\_\_  
Name: Kurt Ulrich  
Its: City Administrator

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public, personally appeared Sarah Strommen and Kurt Ulrich, the Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota, named in the foregoing instrument and acknowledged said instrument on behalf of the city.

\_\_\_\_\_  
Notary Public

Drafted by:  
Winthrop & Weinstine, P.A.  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629

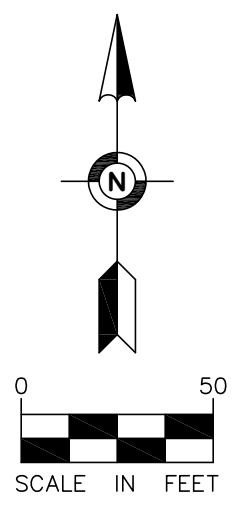
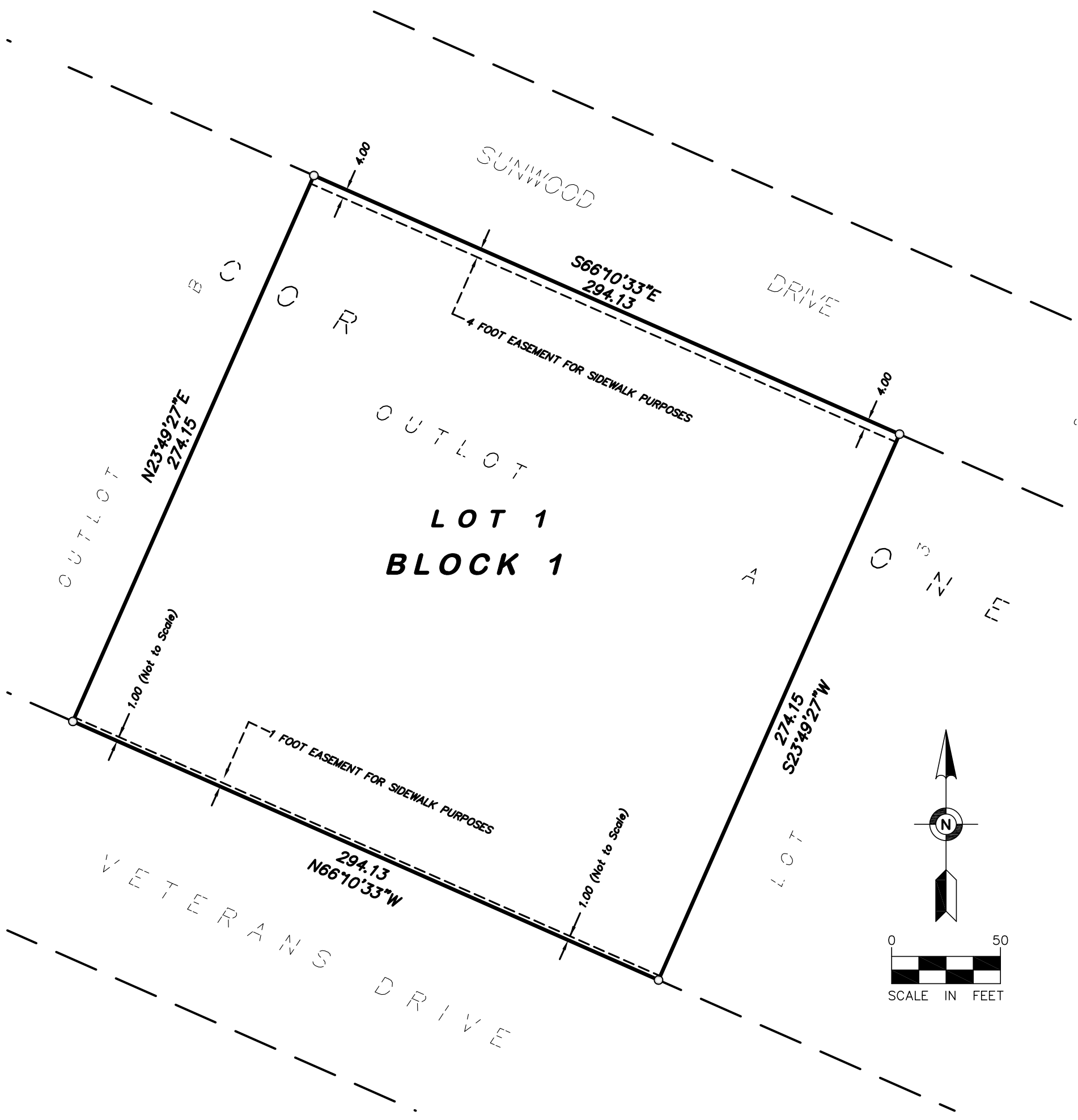
Reviewed by:  
Ratwik, Roszak & Maloney, P.A.  
730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

**EXHIBIT A**

**DESCRIPTION AND DEPICTION OF EASEMENT AREA**

(Attached)

# EASEMENT EXHIBIT FOR: COMMONBOND COMMUNITIES



**EASEMENT DESCRIPTION:**

An easement for sidewalk purposes over and across the northeasterly 4.00 feet and the southwesterly 1.00 feet of Lot 1, Block 1, SUNWOOD VILLAGE, Anoka County, Minnesota.

FIELD BOOK 2870	PAGE	FIELDWORK CHIEF:
		DRAWN BY: BRP
DRAWING NAME: 36152-EASE.dwg		CHECKED BY: BRP
JOB NO. 36152		
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EASEMENT EXHIBIT  
  
**COMMONBOND COMMUNITIES**



**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

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