

---

[Reserved for recording data.]

**EASEMENT  
FOR  
SEPTIC SYSTEM AND STORM WATER PONDING**

This Easement is entered into on September 12, 2017, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Grantor”) and **Motors on Ten, LLC**, a Minnesota limited liability company doing business as **M&G Trailer Sales, Service and Rental** (“Grantee”).

Recitals

1. A parcel known as the Service Road was dedicated to Grantor in the Kovar Addition plat in Anoka County, Minnesota in 1985.
2. Grantee owns Lot 1, Block 1 of the Kovar Addition, Anoka County, Minnesota, (PID 34-32-25-22-0006) which is adjacent to the Service Road. Said Lot 1 is hereinafter referred to as the “Southern Parcel.”
3. Grantee also owns the parcel directly to the west of the Service Road (PID 27-32-25-33-0007) legally described as follows:

TH PRT OF SW1/4 OF SW1/4 SEC 27 TWP 32 RGE 25 DESC AS FOL: BEG AT PT ON NELY R/W BDRY OF TH NO 10, 710.23 FT SELY FROM INTER OF SD R/W WITH W LINE OF SD 1/4 1/4, TH ON ASSD BRG S 65 DEG 22 MIN 49 SEC E ALG SD R/W 33.01FT, TH ON BRG N PRL/W W LINE OF SD 1/4 1/4 AND ITS SLY EXTN, 355.61 FT TO SLY RR R/W, TH N 66 DEG 11 MIN 34 SEC W, ALG SD RR R/W 143.37 FT, TH ON BRG S 205.79 FT, TH S 65 DEG 22MIN 49 SEC E 111.28 FT, TH ON BRG S, 147.58 FT TO POB, EX RD SUBJ TO EASE OF REC

This parcel is hereinafter referred to as the “Western Parcel.”

4. Grantee also owns a parcel to the west of the Southern Parcel (PID 34-32-25-22-0003). This parcel, along with the Western Parcel and Southern Parcel, are collectively referred to as “Grantee’s Property.”
5. There is an existing septic system installed within the boundaries of the Service Road, as shown on Exhibit A. This septic system is connected to, and services the existing building on, the Western Parcel.
6. Grantee wishes to establish a surface water drainage pond, in part, on a portion of the Service Road, with said pond benefitting Grantee’s Property. Grantee further wishes to establish an easement of record for the existing septic system on the Service Road parcel.

#### Easement

1. Grantors, in exchange for the promises set forth herein, a payment of \$6,750.00, and other good and valuable consideration, hereby grant to Grantee a Temporary Easement, as further described below, across the following portion of the Service Road, hereinafter referred to as the Easement Area:

[insert legal description]

2. Grantor grants Grantee a Temporary Easement over, under and across the Easement Area for the purpose of constructing, using and maintaining an infiltration basin for storm water runoff, for the sole benefit of Grantee’s Property. This Temporary Easement includes the right to modify the existing grading, clear trees and brush and otherwise alter the land as needed to accomplish the aforementioned purpose. Grantee is solely responsible for maintaining the infiltration basin in accordance with state and local regulations.
3. Grantor also grants Grantee a Temporary Easement over, under and across the Easement Area for the purpose of constructing, using and maintaining a septic system for the benefit of the Western Parcel. This Temporary Easement includes the right to modify the existing grading, clear trees and brush and otherwise alter the land as needed to accomplish the aforementioned purpose. The septic system shall be maintained by Grantee in accordance with state and local regulations.
4. Grantee is responsible for maintenance of the entire Easement Area, including any fencing. Any improvements to the Easement Area requires prior written approval from Grantor.
5. The easements granted herein are temporary and may be terminated under the following circumstances:

- a. Grantee acknowledges that Grantee’s Property and the Service Road occupy an area that may be subject to future improvements of U.S. Highway 10, including related service roads. Grantor reserves the right to terminate these easements, with a one-year notice, if the Easement Area is needed for U.S. Highway 10 improvements.
  - b. Upon a determination by the City building inspector that the existing septic system has failed. In that event, the easement for the septic system will be deemed terminated within 30 days of the inspector’s determination, while the easement for the infiltration basin will continue until otherwise terminated as provided herein.
  - c. Upon two year’s written notice by the Grantor.
6. This Temporary Easement is granted subject to all matters of record.
7. Grantee’s rights and responsibilities under this Temporary Easement are assignable with written consent from the Grantor.

**Motors on Ten, LLC**

By: \_\_\_\_\_  
 Steven Jeung, Manager

STATE OF MINNESOTA )  
 ) ss.  
 COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Steve Jeung, the manager of Motors on Ten, LLC, a Minnesota limited liability company, on behalf of the Grantee.

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



Appendix A

Pending: Request into Hakanson Anderson  
Will show location of septic, drain field, and storm water pond.