

DENSITY TRANSITION EASEMENT

THIS EASEMENT IS MADE and entered into this ____ day of _____, 2018, by and between Royal Oaks Realty, Inc., a Minnesota Corporation, Grantor, and the CITY OF RAMSEY, a Minnesota municipal corporation, Grantee.

A. Grantor is the fee owner of the tracts of land described as follows:

Lots 1-3, Block 1, ESTATES OF SILVER OAKS SECOND ADDITION, Anoka County, Minnesota (the Property).

B. As a condition of approval of the Estates of Silver Oaks Second Addition plat, Grantee required Grantor to grant a density transition easement for the protection of existing and required trees on a portion of the Property.

NOW THEREFORE, in consideration of Grantee's plat approval, Grantor hereby grants to Grantee, its successors and assigns, the following Density Transition Easement, which is intended to reduce and/or eliminate future controversies between Property owners concerning the forested areas that are subject to this easement.

Easement. Within the Easement Area set forth in Exhibit A, Grantor shall maintain existing natural wooded areas and ensure that the forested areas, at all times hereafter, remain (as much as is possible) in their current undisturbed condition, subject to the following:

Density Transition Restrictions. Grantor, for itself, and its successors and assigns, covenants and agrees that it shall not itself perform nor shall it give permission to any third party to perform any of the following activities within the Easement Area, as described in Exhibit A and depicted in Exhibit B:

- a. Constructing, installing, storing or maintaining anything made by man, including but not limited to buildings, structures, walkways, clothes line poles and playground equipment;
- b. Parking of Vehicles;
- c. Planting of gardens or any non-native vegetation;
- d. Storage of firewood; or
- e. Clear-cutting or removal of native vegetation or trees

Exceptions to Restrictions. Grantor, for itself and its successors and assigns, further covenants and agrees that the Easement Area shall be continued in its present condition, save and except as may be required to:

1. Control, manage and eliminate noxious weeds and prohibited invasive species. “Noxious Weeds,” both “primary” and “secondary” shall be removed, but only in accordance with recommended and accepted control methods. Vegetation that is considered to be a nuisance (e.g., overhanging, damaged or dead limbs or vegetation protruding through fences), or presents a real or potential hazard to personal property, may be trimmed in accordance with accepted standards;
2. Manage restricted noxious weeds including, but not limited to, Common or European Buckthorn, Glossy Buckthorn, and Garlic Mustard;
3. Manage pathogens and insect infestations through industry accepted control strategies, which can include removal;
4. Allow the City to use and exercise its easement rights to that portion of the Easement Area that may be encumbered by a drainage and utility easement;
5. Allow any federal, state or local government agency, other than the landowner, which may have jurisdiction over the easement area to enforce any rule, ordinance, statute or regulation;
6. Install fencing in accordance with provisions of Ramsey City Code so long as said installation does not result in the removal of any woody plant or tree with a Diameter at Breast Height (DBH) of four inches or greater; and
7. Plant and/or establish native trees and other native vegetation so long as said action(s) does not result in damage to or loss of existing trees.

Inspection. Grantor grants to Grantee the right to enter upon the Easement Area for the purposes of inspection and enforcement of this Density Transition Easement and to take whatever actions are necessary to restore the Easement Property to its agreed-upon nature. Grantee may assess the reasonable costs of restoration against the Property, and Grantor waives all rights to contest those costs. Further, Grantee may enforce the terms of this Easement by any proceeding in law or in equity to restrain violations, compel compliance, or to recover damages, including attorneys’ fees and costs of the enforcement actions.

No Public Access. This Density Transition Easement does not convey a right to the public to use the Easement Property nor does it convey any right of possession in the Easement Property to the public or the Grantee.

Duration. This Density Transition Easement shall be effective upon recording and shall have perpetual duration.

Binding Effect. The Property, and any portion thereof, shall be held, transferred, sold, conveyed, and occupied subject to and together with the covenants and restrictions contained in this Density Transition Easement. This Density Transition Easement shall be binding upon all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall ensure to the benefit of each owner of the lots included within the Property, and shall run with the land.

EXHIBIT A

DENSITY TRANSITION EASEMENT DESCRIPTION:

The easterly forty-five feet of Lot 1, Lot 2, and Lot 3, Block 1, ESTATES OF SILVER OAKS 2ND ADDITION, Anoka County, Minnesota.

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EXHIBIT B

