
SIDEWALK AGREEMENT

This **AGREEMENT**, made on this _____ day of _____, 2018, by and between the City of Ramsey, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as "**CITY**"), and Royal Oaks Realty, Inc., a Minnesota corporation (hereinafter referred to as "**OWNER**").

I. RECITALS

1.01. OWNER is fee owner of the real property legally described as follows ("**PROPERTY**"):

That part of the North Half of the Northeast Quarter of Section 14, Township 32, Range 25, lying Easterly of the East right of way line of Trunk Highway No. 47 described as follows: Commencing at the intersection with the North line of said Northeast Quarter and the centerline of Trunk Highway No. 47; thence South 3 degrees 05 minutes East a distance of 540.55 feet; thence South 01 degree 52 minutes East along said centerline a distance of 602.85 feet to the point of beginning of land to be described; thence continuing along said centerline on a tangential curve to the left whose radius is 1038.81 feet arc length is 93.85 feet; thence South 85 degrees 12 minutes 47 seconds East a distance of 273.55 feet; thence South 20 degrees 12 minutes 47 seconds East to the intersection with southwest corner of Lot 1 Block 4 BARTHEL'S RUM RIVER ACRES 2ND Addition; thence North along the West Line of Said Lot 1 Block 4 a distance of 360.10 feet; thence North 85 [sic] degrees 38 minutes 25 seconds West a distance of 894.39 feet to the centerline of said Trunk Highway No. 47 thence South along said centerline to the point of beginning.

EXCEPT

The following described tract: Commencing at the southwest corner of Lot 1 Block 4 BARTHEL'S RUM RIVER ACRES 2ND ADDITION; thence North along the West line of said Lot 1 a distance of 157.48 feet; thence North 85 degrees 38 minutes 25 seconds West a distance of 200 feet; thence South 0 degrees 19 minutes West to the South line of the North half of the Northeast Quarter, thence Easterly

along said South line to the southwest corner of Lot 1, Block 4 of said plat, Anoka County Minnesota.

TOGETHER WITH:

Outlot A, ESTATES OF SILVER OAKS ADDITION, Anoka, County, Minnesota.

-or upon recording-

Lots 1-3, Block 1 (inclusive), and Lots 1-5, Block 2 (Inclusive) ESTATES OF SILVER OAKS 2ND ADDITION, Anoka County, Minnesota.

- 1.02. **OWNER** received approval from **CITY** to subdivide the **PROPERTY** into eight new single family residential lots. The **OWNER** will extend Lithium Street to the north, terminating in a full cul-de-sac bulb. Owner will construct a new concrete sidewalk on the east side of Lithium Street, which would ordinarily terminate at the northern plat boundary. The City will allow the sidewalk to terminate approximately at the boundary between Lots 2 and 3, Block 1 as shown in the attached Exhibit 1, rather than the limits of the Plat due to the existing steep slopes.
- 1.03. **CITY** and **OWNER** desire to acknowledge that should Lithium Street ever be extended to the north as part of a future development and/or improvement project, the public sidewalk must also be extended in front of Lot 3, Block 1, Estates of Silver Oaks 2nd Addition (“Burdened Parcel”).

II. AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

- 2.01. Sidewalk Extension. The public sidewalk along the east side of Lithium Street shall be extended to the northern boundary of Estates of Silver Oaks 2nd Addition if and when Lithium Street is extended to the north. Unless otherwise undertaken by the developer responsible for extending Lithium Street, the sidewalk shall be installed at the expense of Owner, as owner of the Burdened Parcel. The sidewalk shall be constructed in accordance with then-current City specifications and regulations.

Successors and Assigns. This Sidewalk Agreement shall be recorded with the Anoka County Recorder and shall be binding upon the Owner, its successors and assigns and shall run with the land, specifically, the Burdened Parcel.

- 2.02. Entire Agreement. This instrument, and the Exhibit attached hereto, constitute the entire understanding of the parties hereto with respect to the transaction contemplated thereby, and supersede all prior agreements and

CITY:

City of Ramsey, a Minnesota municipal corporation

By: _____

Its: Mayor

AND

By: _____

Its: City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Sarah Strommen, the Mayor of the City of Ramsey, and Kurtis G. Ulrich, the Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

EXHIBIT 1

