
MUNICIPAL UTILITY EASEMENT AGREEMENT

CAR LAZ MN AN L.L.C., a Limited Liability Company under the laws of the State of Delaware ("the LANDOWNER") hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation (the "CITY")** a perpetual easement in, over, under and upon the real property, in Anoka County, Minnesota, described as follows:

See attached **Exhibit A** for legal description (the "Property").

EXEMPT FROM STATE DEED TAX

1. **Easement Purposes.** The Easement Area, as described in **Exhibit B**, is for the construction, maintenance, repair and replacement of public utilities including trunk sanitary sewer and watermain and uses incident thereto, over, under and upon the Easement Area.
2. **Hazardous Substances.** The **CITY** shall not be responsible for any costs, expenses, damages, demands or obligations, including penalties and attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on or which relate to the Easement Area or adjacent property prior to the date hereof.

3. **Liability and Indemnification.** To the extent allowed by law, the CITY hereby agrees to indemnify and save the LANDOWNER harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney's fees, incurred in connection with or arising out of the use of the Easement Area by the CITY, its contractors and agents, or the general public, for the purposes granted herein, excluding, however, from such indemnity loss resulting from negligent or intentional acts of LANDOWNER.

4. **No Waiver of Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the CITY of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by LANDOWNER, its successors or assigns, shall be subject to any governmental immunity defenses of the CITY and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. **Disposal of Excavated Material.** The right is hereby granted to the CITY to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the CITY may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area, except any landscaping required by any site plan or ordinance adopted by the CITY.

6. **Granting Clause.** LANDOWNER covenants that it is the fee owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the LANDOWNER has caused this Easement Agreement to be executed on this the 5th day of February, 2019.

CAR LAZ MN AN L.L.C.
a Delaware limited liability company

By: Capital Automotive Real Estate Services, Inc.
a Delaware corporation
its Manager

By: 

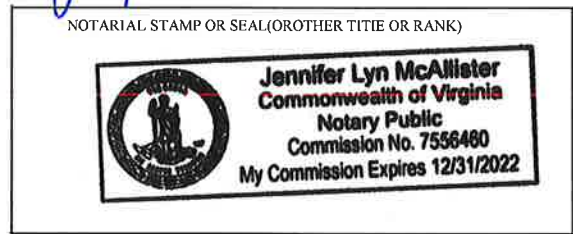
Name: Stephanie Rochel

Title: VP + Secretary

COMMONWEALTH OF VIRGINIA
~~STATE OF DELAWARE~~)
) SS.
COUNTY OF ~~NEW CASTLE~~
FAIRFAX

The foregoing instrument was acknowledged before me on this the 5th day of February, 2019, by Stephanie Rachel, the Secretary ~~Chief Manager~~ for CAR LAZ MN AN L.L.C. a Delaware Limited Liability Company under the laws of the State of Delaware, on behalf of the Limited Liability Company.

Jennifer Lyn McAllister
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

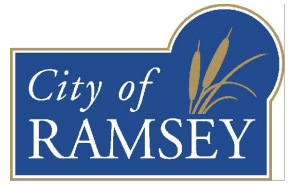
The City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303
Ph. (763) 427-1410

THIS INSTRUMENT WAS REVIEWED BY:

RATWIK, ROSZAK & MALONEY, P.A.
730 Second Avenue S., Suite 300
Minneapolis, MN 55402
Ph. (612) 339-0060

EXHIBIT A

LOT 1, BLOCK 1, LAZYDAYS



Property Description:

Lot 1, Block 1, LAZYDAYS, Anoka County, Minnesota.

Existing D&U
Easement Line - - - - -
Existing
Lot Line _____

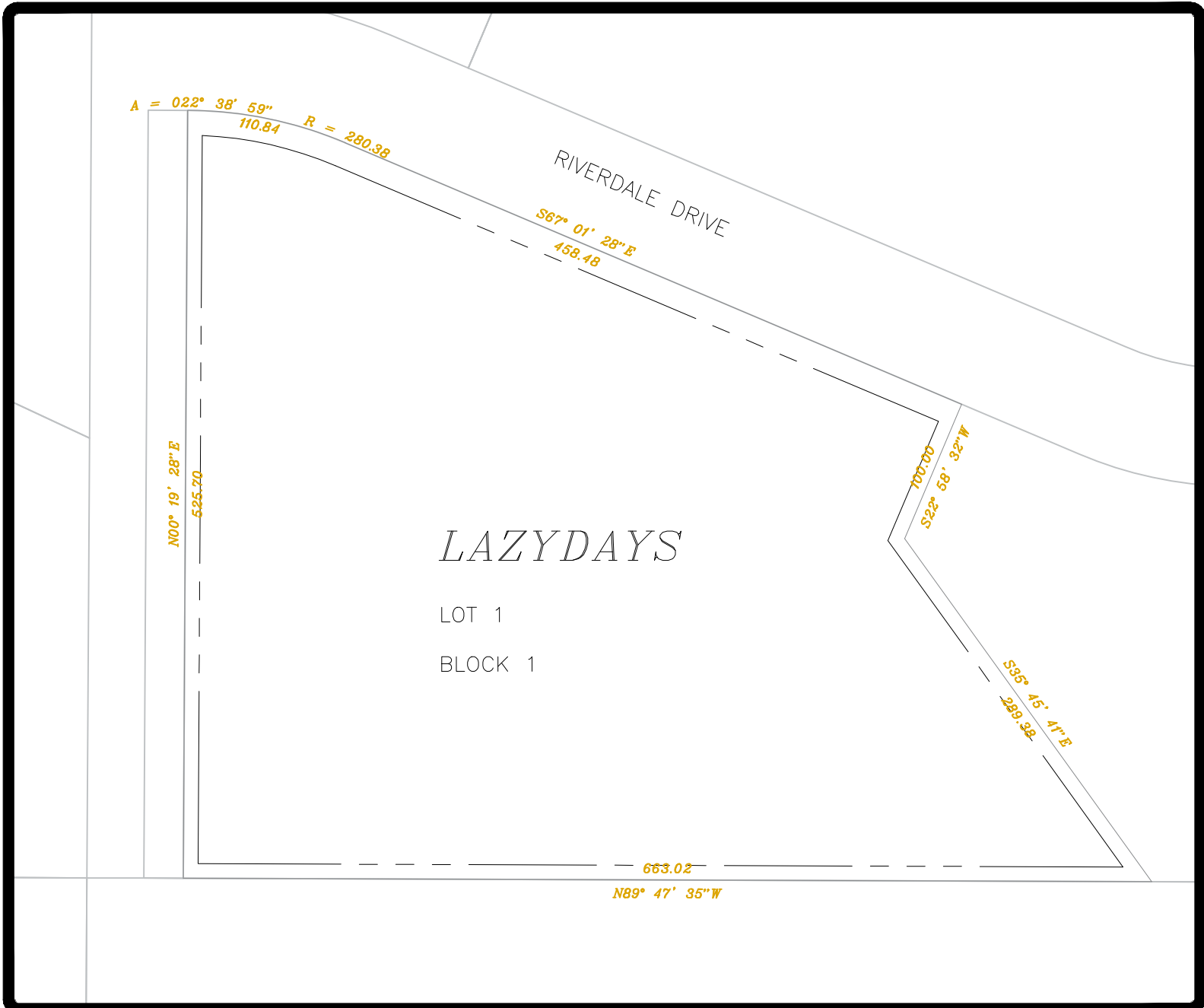
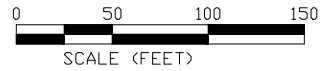
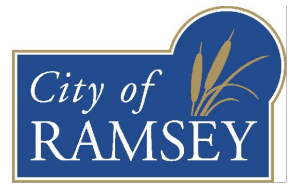


EXHIBIT B

PROPOSED EASEMENT

LOT 1, BLOCK 1, LAZYDAYS



Proposed Easement Description:

A 10 foot wide perpetual easement for utility purposes over, under and across the northerly 10.00 feet southerly of the existing 17.00 foot drainage and utility easement along the northerly lot line of Lot 1, Block 1, LAZYDAYS, Anoka County, Minnesota, together with the reasonable right of access over that portion of Lot 1 fronting Riverdale Drive for the purpose of constructing and maintaining the utilities.

Existing D&U Easement Line
 Existing Lot Line

Proposed Utility Easement Area
 Proposed Utility Easement Line

