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RELEASE AND TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AEC ENERGY PARK

This Release and Termination of Declaration of Covenants, Conditions and Restriction for AEC Energy Park (the “Release”) is made effective as of the date of recording of this Release by Connexus Energy, a Minnesota cooperative, Knoll Properties, LLC, a Minnesota limited liability company, Knoll Properties II, LLC, a Minnesota limited liability company, the City of Ramsey, a Minnesota municipal corporation, and Vision Ease, LP, a Texas limited partnership (collectively, the “Owners”).

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for AEC Energy Park dated October 16, 1995, was recorded on February 29, 1996, in the Office of the County Recorder in and for Anoka County, Minnesota as Document No. 1206475 (the “Declaration”), against certain real property legally described in Exhibit A to the Declaration (the “Subject Property”);

WHEREAS, Section 5.1 of the Declaration provides for the amendment or termination of the Declaration by agreement of the holders of 80% of the votes as set forth in the Declaration;

WHEREAS, Owners are the holders of more than 80% of the votes as set forth in the Declaration; and

WHEREAS, Owners desire to have the Declaration terminated and the Subject Property, as the same has been replatted, released from the lien and encumbrance of the Declaration.

NOW, THEREFORE, the undersigned Owners hereby enact this Release for the purpose of terminating the Declaration and releasing the Subject Property from lien and encumbrance of the Declaration.

1. **Release.** Effective upon recording this Release, the Declaration shall be and is hereby terminated and the Subject Property shall be and is hereby released from the lien of the Declaration. Accordingly, from and after the date of recording of this Release, the Declaration

shall be null, void and of no further force or effect; the Subject Property shall be and is hereby released from the lien and effect of the Declaration; and the Subject Property shall no longer be subject to or benefited by the covenants, conditions, restrictions, easements, charges, liens, rights, benefits or other terms and conditions provided for in the Declaration.

2. Applicability and Binding Effect. This Release is effective upon recording in the applicable Anoka County recording office and shall be binding upon and inure to the benefit of the owners of the Subject Property and their respective successors and assigns. Each party hereby represents and warrants that it has the full and complete authority to enter into this Release and the person executing this Release on behalf of said party has full and complete authority to do so. Unless otherwise specifically set forth in this Release, all words and terms used herein shall have the same meaning as set forth in the Declaration.

3. Severability; Controlling Law. The provisions of this Release shall be severable, and in the event any provision hereof is declared unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. This Release shall be interpreted, controlled, governed and construed in all respects by the laws of the State of Minnesota.

4. Integration of Agreement. This Release constitutes the full and complete understanding and agreement of the parties with respect to the matters contained herein, and supersedes any prior understanding or agreement between the parties relating thereto.

5. Counterparts. This Release may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement.

[Signature pages follow]

KNOLL PROPERTIES, LLC

By: _____
Name: Thomas Knoll
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas Knoll, the President of Knoll Properties, LLC a Minnesota limited liability company, on behalf of said entity.

Notary Public

KNOLL PROPERTIES II, LLC

By: _____
Name: Thomas Knoll
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas Knoll, the President of Knoll Properties II, LLC a Minnesota limited liability company, on behalf of said entity.

Notary Public

CITY OF RAMSEY

By: _____
Name: Mark E. Kuzma
Title: Mayor

By: _____
Name: Kurtis G. Ulrich
Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of August, 2021, by Mark E. Kuzma and Kurtis G. Ulrich, the Mayor and City Administratot, respectively, of the City of Ramsey, a Minnesota municipal corporation, on behalf of said City.

Notary Public

