

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (“**Declaration**”) is executed as of this _____ day of _____, 20__ (the “**Effective Date**”), by the County of Anoka (“**Owner**”).

RECITALS

- A. The County of Anoka (“Owner”) and the State of Minnesota, through its Commissioner of Transportation, (“State”) entered into an agreement wherein the Owner agreed to purchase certain lands needed for construction of the U.S. Highway 10/169 Ramsey Gateway Project (“Highway Project”) and the cost of said lands would be reimbursed by the State to Owner as outlined in MnDOT Joint Powers Agreement, Contract No. 1049476 (“Contract”).
- B. The County of Anoka is the owner of those certain parcels of land acquired pursuant to the Contract and located in the County of Anoka, State of Minnesota (the “State”), which are more fully described as the Parcel(s) set forth in Exhibit A attached hereto (the “Property”).
- C. The parties acknowledge that upon completion of the Highway Project, some of the lands may be conveyed to the State for highway purposes, and some may be conveyed to the City of Ramsey for green space or future development purposes, if not needed for the Highway Project.
- D. As for the lands the State no longer wishes to own under the Contract, and to ensure reimbursement by the State for the purchase of those lands, the Owner and the City of Ramsey, as a consenting potential successor Owner, have agreed to establish certain restrictions with respect to the future sale and use of the Property that are intended to run with and encumber the land as more fully set forth herein.
- E. The parties are aware that after the Highway Project, some of the surplus land not needed for the Project may be conveyed by Owner to the City of Ramsey, to be made available for future use or development by the City. Such transfers between Owner and City are specifically permitted by the State and not considered a breach of this Declaration.

NOW THEREFORE, in consideration of the foregoing promises, reimbursements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

- 1. Use Restrictive Covenant.
 - (a) From and after the Effective Date, other than transfers by Owner to the City of Ramsey which are permitted, (i) the Owner and any successors or assigns shall not convey, sell, lease, mortgage, assign, enter into any agreement whatsoever for profit in any way from the use of the Property unless such transaction includes reimbursement to the State for the then present fair market value of the land, as determined by appraisal or such other

method of valuation as the State and current Owner may agree upon; (ii) unless and until the Property is sold with consent of the State, and the State is reimbursed as identified in (i) above, the use of the Property shall be limited solely to public use as passive open or green space, or other such uses as expressly authorized by the State in writing.

- (b) This Declaration and the covenants set forth herein restricting the use and occupancy and future sale of the land (i) shall be and are covenants running with, touching, and encumbering the Property, binding upon the Owner and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Property, and (ii) are not merely personal covenants of the Owner or any successors.
- (c) Any and all requirements of the laws of the State of Minnesota to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to ensure that these restrictions and encumbrances run with the land.
2. Enforcement. In the event of a breach or threatened breach of this Declaration, any party adversely affected by such breach shall be entitled to institute proceedings at law or in equity for relief from the consequences of said breach including seeking injunctive relief to prevent a violation thereof.
 3. Superiority. The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Property or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date.
 4. Release. Any person or entity having or acquiring fee or leasehold title to the Property, or any portion thereof shall be required to comply with and be bound by this Declaration and shall treat this Declaration as a Lien against the Property unless and until it is formally released by the State.
 5. Notices. For purposes of subsequent conveyances, potential sale, or other need for consent from the State for the purposes set forth herein, the name, address in connection with such correspondence and notices to State shall be as listed below:

Minnesota Department of Transportation
 Attn: Director, Metro District Right-of-Way
 1500 West County Road B2
 Roseville, MN 55113
 651-234-7683
 mndot.gov/

6. Miscellaneous.

- (a) Headings. The headings in this Declaration are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- (b) Unenforceability. If any provision of this Declaration is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- (c) Gender. Wherever appropriate in this Declaration, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- (d) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.
- (e) Amendments. This Declaration may be amended or canceled only by written instrument executed by both the State and the Owner, or subsequent owner of record.

CONSENT TO DECLARATION

The above Declaration is entered into by Owner and State with the consent of the City of Ramsey, a party in interest and potential successor Owner of certain lands not needed for the Highway Project, which may be conveyed to the City as referenced above.

City of Ramsey, a Minnesota municipal corporation

By: _____
Mark Kuzma, Mayor

Dated: _____

By: _____
Brian Hagen, City Administrator

Dated: _____

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first above written.

OWNER:

COUNTY OF ANOKA, A POLITICAL SUBDIVISION UNDER THE LAWS OF THE STATE OF MINNESOTA

By: _____
Matt Look

Its: Chair, County Board of Commissioners

By: _____
Rhonda Sivarajah

Its: County Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this ____ day of _____, 2023, by Matt Look and Rhonda Sivarajah, the Chair of the County Board of Commissioners and the County Administrator of the County of Anoka, a political subdivision under the laws of the State of Minnesota, on behalf of the County of Anoka.

Notarial Stamp or Seal (or other title or rank)

Signature of person taking acknowledgment

This Instrument Was Drafted By:
Legal Dept. MnDOT Office of Land Management
395 John Ireland Boulevard, Mailstop 630
St. Paul, MN 55155-1800