
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ___ day of May, 2023, by and between 100 Flocchini Circle LLC, a Delaware limited liability company or its assigns (hereinafter referred to as "Owner") and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, with offices at 7550 Sunwood Drive NW, Ramsey, Minnesota (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Owner is the owner of certain real estate (the "Owner Property") located in Ramsey, Anoka County, Minnesota, legally described as follows:

Lot 1, Block 1, JAVA AUTO PARTS, according to the recorded plat thereof,
Anoka County, Minnesota,

which property Owner has developed as a retail auto parts sales store.

WHEREAS, City is the owner of certain real estate (the "City Property") located East and adjacent to the Owner Property also located in Ramsey, Anoka County, Minnesota, legally described as follows:

OUTLOT A, CASEY'S ADDITION, according to the recorded plat thereof, Anoka
County, Minnesota

WHEREAS, the parties wish to create for themselves, their heirs, successors and assigns, a driveway easement and maintenance agreement upon a parcel of the City Property, upon the terms and conditions herein contained.

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

1. ACCESS EASEMENT. For and in consideration the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grants and conveys unto Owner a non-exclusive easement over and across a portion of the City Property described as follows:

OUTLOT A, CASEY'S ADDITION, according to the recorded plat thereof, Anoka County, Minnesota

which said parcel of real estate is herein referred to as the "Easement Area."

2. PURPOSE. The parties agree that the easement is given for the purpose of allowing ingress and egress to and from the Owner Property and the City Property and the adjoining public roadway known as Sunwood Drive by Owner and City and their respective employees and business invitees.
3. MAINTENANCE AND CONSTRUCTION. City or its assigns shall be responsible for the maintenance and repair costs of the Easement Area, subject to any agreement as to maintenance costs with other easement holders.
4. INDEMNIFICATION. To the extent allowed by law, each party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area hereinabove described. Each party agrees to add the Easement Area hereinabove described to the premises covered by any policy of "Premises Liability" insurance which it maintains with respect to its property served by this easement.
5. BENEFIT. The easement rights herein granted and the obligations herein set forth shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their assignees and successors in interest of their respective properties.

WHEREFORE, the parties have executed this Agreement on the date and year first written above.

CITY OF RAMSEY

100 Flocchini Circle LLC

By: _____
Mark E. Kuzma

By: _____
Dave Finkelstein

Its: Mayor

Its: Manager

By: _____
Brian Hagen

It: City Administrator

STATE OF MINNESOTA)

)

COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me this ___ day of May, 2023 by Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator, respectively of the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, on behalf of the City.

Notary Public

STATE OF _____)

)

COUNTY OF _____)

The forgoing instrument was acknowledged before me this ___ day of May, 2023 by Dave Finkelstein, the Manager of 100 Flocchini Circle LLC, a Delaware limited liability company on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9868