

## RECIPROCAL INGRESS/EGRESS EASEMENT AGREEMENT

THIS RECIPROCAL INGRESS/EGRESS EASEMENT AGREEMENT (Agreement) is made and entered as of July 11, 2023 (the Effective Date), by and between Ramsey Properties LLC, a Minnesota limited liability company (Parcel A Owner) and The City of Ramsey, a Minnesota municipal corporation and charter city operating under the laws of the State of Minnesota (Parcel B Owner). Parcel A Owner and Parcel B Owner may, sometimes hereinafter, be referred to individually as an Owner or, collectively, the Owners.

### WITNESSETH:

WHEREAS, Parcel A Owner is the fee simple owner of certain undeveloped real estate legally described on Exhibit A attached hereto (Parcel A); and

WHEREAS, Parcel B Owner is the fee simple owner of certain undeveloped real estate legally described on Exhibit B, attached hereto (Parcel B). Parcel A and Parcel B may hereafter individually be referred to as a Parcel or collectively as the Parcels; and

WHEREAS, the Parcel A Owner intends to construct a drive lane that extends from the public right-of-way known Sunwood Drive NW on the boundary line between Parcel A and Parcel B, which drive lane serves both Parcels (the Drive Lane), and the Owners wish to provide for, among other things, the shared use of the Drive Lane; and

NOW THEREFORE, in consideration of the premises set forth above, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The above recitals shall constitute an integral part of this Agreement.
2. Drive Lane Easement Area. The easement area comprising the Drive Lane (the Drive Lane Easement Area) shall be defined as the area that is legally described and depicted on Exhibit C and Exhibit C-1 attached hereto.
3. Access Easement; Temporary Construction Easement.
  - A. Parcel A Drive Lane Easement. Parcel A Owner hereby declares, grants, conveys and quit claims to Parcel B Owner; and its successors, heirs and assigns, guests, tenants, employees, agents, and other invitees, for the benefit of Parcel B, a nonexclusive, perpetual ingress and egress easement on, over and across the portion of the Drive Lane Easement Area located on Parcel A, for the purpose of providing vehicular ingress and egress to and from Parcel B and Sunwood Drive NW.
  - B. Parcel B Drive Lane Easement. Parcel B Owner hereby declares, grants, conveys and quit claims to Parcel A Owner, and its successors, heirs and assigns, tenants, guests, employees, agents, and other invitees, for the benefit of Parcel A, a nonexclusive, perpetual ingress and egress easement on, over and across the portion of the Drive Lane Basement Area located on Parcel B, for the purpose of providing vehicular ingress and egress to and from Parcel A and Sunwood Drive NW.

(collectively, the Access Easement)

- C. Temporary Construction Easement. The Parcel B Owner grants to the Parcel A Owner, its contractors and agents, a temporary construction easement over, under, across and upon Parcel B adjacent to the Drive Lane for the purposes of constructing the Drive Lane and installing public utilities within the Drive Lane Easement Area, which temporary construction easement shall automatically terminate on the earlier of the completion of the Drive Lane or Easement Area or twenty four (24) months following the date of this Agreement.
4. Continuous Access. Following the construction of the Drive Lane by the Parcel A Owner, which shall be performed by the Parcel A Owner, lien free, in a good and workmanlike manner and at the Parcel A Owner's sole costs and expense, the Owners shall not do or permit anything on or to the Drive Lane Easement Area which may materially impede, limit or restrict the other Owner's use thereof other than temporary periods for repair, replacement, or construction purposes, All maintenance and repair work done within the Drive Lane Easement Area shall be performed in such a manner so as to cause as little interference as reasonably possible with the continuing use thereof for the purposes set forth herein, in light of the maintenance and repair work being done.
5. Maintenance of the Drive Lane Easement Area.
- A. Until such time as a Certificate of Occupancy for Parcel B is issued, Parcel A Owner shall be solely responsible for all repair, replacement, snow removal, and other maintenance to the Drive Lane Easement Area and to keep the Drive Lane in a good and useable condition (the Maintenance).
- B. Once a Certificate of Occupancy for Parcel B is issued, the Parcel A Owner shall continue to be responsible for the Maintenance, and shall bill the Parcel B Owner fifty percent (50%) of the costs of the Maintenance, which shall be payable upon thirty (30) days of receipt of such bill; provided, however, that in the event damage occurs as a result of an Owner's or its contractors, tenants, guests, employees, agents, and other invitees (Permitted Users) use of the Drive Lane Easement, all costs for such maintenance or repair shall be paid for by the Owner, whose Permitted Users caused such damage.
- C. If either Owner fails to perform its obligations under the provisions of this Agreement within thirty (30) days after written notice from the other Owner (or two (2) business days after written notice from the other Owner in the case of snow removal), then such other Owner may, but shall not be obligated to, perform the obligations of the non-performing Owner. The non-performing Owner shall reimburse such other Owner who performed such obligations on the other Owner's behalf for all expenses incurred by the other Owner in performing such obligations. Reimbursement for such expenses shall be made within thirty (30) days after the applicable Owner submits proof of said expenses to the non-performing Owner, and any expenses not reimbursed within thirty (30) days shall collect interest at a rate of twelve percent (12%) annually thereafter until paid.
6. Indemnity
- A. Parcel A Indemnity. The Parcel A Owner shall indemnify, defend and hold harmless the Parcel B Owner from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorney's fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Drive Lane Easement Area by the Parcel A Owner, its assigns or licensees, or arising in any manner out of the acts or omissions of the Parcel

A Owner or its agents or employees or any other persons acting under Parcel A Owner's direction or control in connection with the Drive Lane Easement Area or easements granted herein. The Parcel A Owner shall not be responsible for the negligent or willful acts of misconduct of the Parcel B Owner.

- B. Parcel B Indemnity. The Parcel B Owner shall indemnify, defend and hold harmless the Parcel A Owner from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorney's fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Drive Lane Easement Area by the Parcel B Owner, its assigns or licensees, or arising in any manner out of the acts or omissions of the Parcel B Owner or its agents or employees or any other persons acting under Parcel B Owner's direction or control in connection with the Drive Lane Easement Area or easements granted herein, The Parcel B Owner shall not be responsible for the negligent or willful acts of misconduct of the Parcel A Owner.
7. Enforcement. Without limiting any other provision of this Agreement, if an Owner breaches, defaults or fails to perform any of its obligations set forth in this Agreement and fails to correct or cure such breach, default or nonperformance within thirty (30) days after written notice of such default by any other Owner (or such shorter cure period as may be provided in this Agreement), then such breach, default or nonperformance shall constitute an Event of Default hereunder, In addition to any other remedies set forth in this Agreement, an Event of Default under this Agreement may be enforced by either Owner by legal or equitable action (including specific performance) in the courts of Anoka County, Minnesota and shall include the right of an Owner to claim a lien on the defaulting Owner's Parcel. Such lien shall attach and take effect only upon the recordation of such lien on the non-performing Owner's Parcel. The lien shall be subject and subordinate to any mortgage that is of record before the claim of lien is placed of record.
8. Impositions. Each Owner covenants and agrees to pay or make arrangements to have payment made, prior to delinquency, all real estate taxes, assessments, and other governmental charges assessed upon such Owner's Parcel or otherwise related to the ownership of such Parcel, which may be due and payable as a lien upon such Parcel or any part thereof; provided that nothing herein shall prevent any Owner from appealing or challenging any such lien or the amount thereof in accordance with all laws.
9. No Contribution. Except as otherwise expressly set forth in this Agreement, no Owner shall have the right to seek contribution from another Owner for any costs incurred by such first Owner in connection with this Agreement, except as provided in Section 5.
10. Authority. Each of the persons executing this Agreement on behalf of Parcel A Owner and Parcel B Owner represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Parcel A Owner and Parcel B Owner, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of Parcel A Owner and Parcel B Owner, respectively.
11. Easements to Run with Land. The easements and the rights and obligations herein contained shall attach to, bind and run with the land and shall inure to the benefit of and be binding upon the undersigned and subsequent owners of Parcel A and Parcel B, and as they may provide, their respective agents, employees, tenants, licensees and invitees, but nothing herein contained shall be





[SIGNATURE PAGE TOR ECIPROCAL INGRESS/EGRESS EASTEMENT AREA]

**Parcel B Owner**

The City of Ramsey,  
a Minnesota municipal corporation and charter  
city operating under the laws of the State of  
Minnesota

By: \_\_\_\_\_  
Name: Mark E. Kuzma  
Title: Mayor

By: \_\_\_\_\_  
Name: Brian Hagen  
Title: City Administrator

STATE OF MINNESOTA     )  
  ) SS:  
COUNIY OF ANOKA         )

Before me, a Notary Public in and tor the State of Minnesota, personally appeared Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator, respectively, of The City of Ramsey, a Minnesota municipal corporation and charter city operating under the laws of the State of Minnesota, who acknowledged the execution of the foregoing Reciprocal Ingress/Egress Easement Agreement on behalf of the limited liability company.

WINESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY, AND AFTER RECORDING RETURN TO:

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**Exhibit A**

Legal Description of Parcel A, Ramsey Properties LLC

**Lot 1, Block 1, Ramsey Properties Addition, Anoka County, Minnesota**

**Exhibit B**

Legal Description of Parcel B, City of Ramsey

**Outlot A, Ramsey Properties Addition, Anoka County, Minnesota**

## **Exhibit C**

### **Legal Description of Drive Lane Easement Area**

That portion of Lot 1, Block 1, RAMSEY PROPERTIES ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, said easement being described as follows:

Beginning at the northwest corner of said Lot 1, thence easterly along the northerly line of said Lot 1 for 459.00 feet; thence southerly at a right angle to said northerly line for 13.00 feet; thence westerly, parallel with said northerly line, to the westerly line of said Lot 1; thence northerly along said westerly line to the point of beginning, and there terminating.

And that portion of Outlot A, said RAMSEY PROPERTIES ADDITION, said easement being described as follows:

Beginning at the most southerly southwest corner of said Outlot A, thence easterly along a southerly line of said Outlot A for 459.00 feet; thence northerly at a right angle to said southerly line for 13.00 feet; thence westerly, parallel with said southerly line, for 350.57 feet; thence northwesterly for 49.48 feet to a line parallel with and distant 25.00 feet northerly of said southerly line, as measured at a right angle to said southerly line; thence westerly along said line to a westerly line of said Outlot A; thence southerly along said westerly line to the point of beginning, and there terminating.

As depicted on Exhibit C-1 hereto.

Exhibit C-1

ACCESS EASEMENT EXHIBIT  
RAMSEY PROPERTIES ADDITION  
City of Ramsey, Anoka County, Minnesota

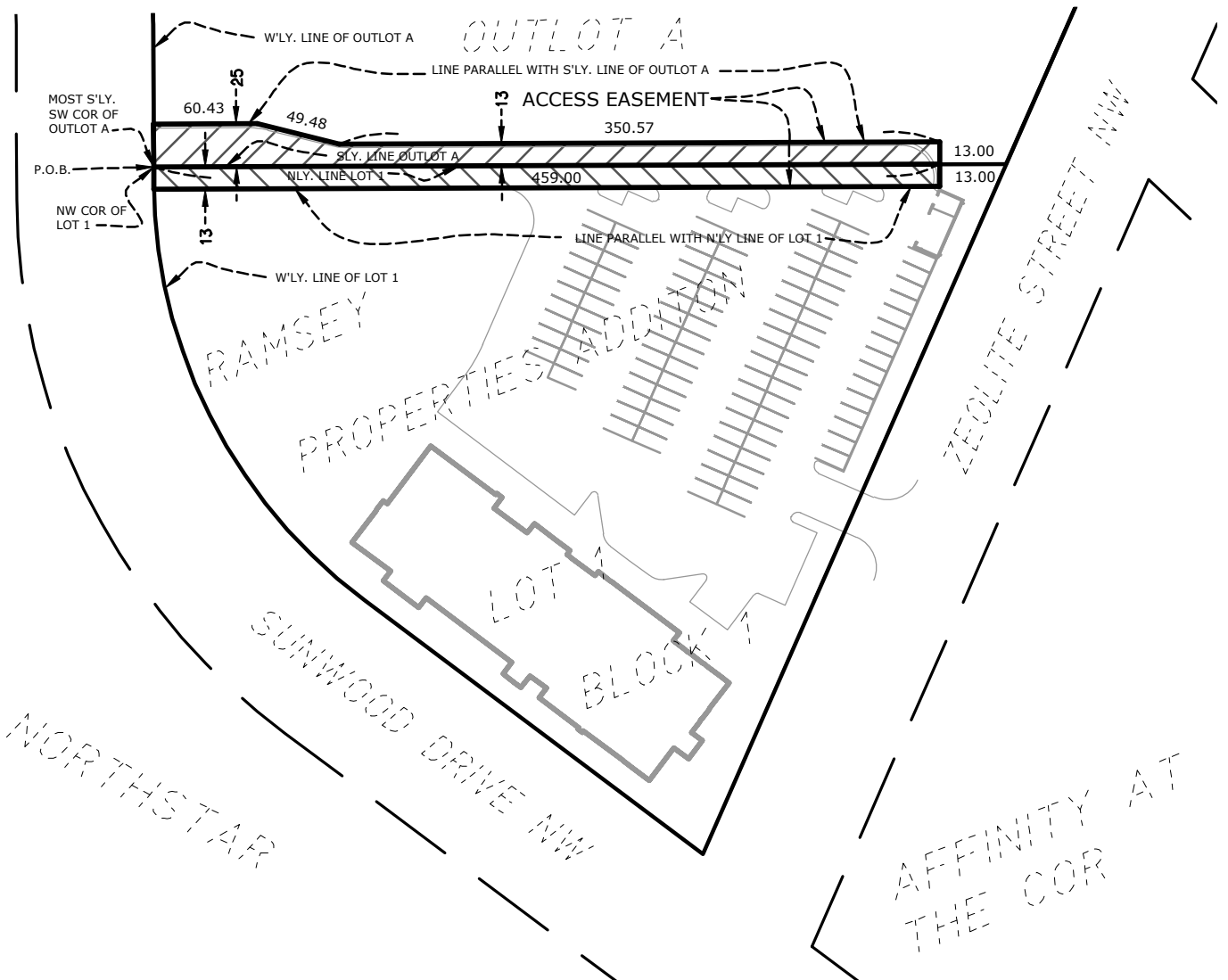
DESCRIPTION

An easement for access purposes over and across a portion of Lot 1, Block 1, RAMSEY PROPERTIES ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, said easement being described as follows:

Beginning at the northwest corner of said Lot 1, thence easterly along the northerly line of said Lot 1 for 459.00 feet; thence southerly at a right angle to said northerly line for 13.00 feet; thence westerly, parallel with said northerly line, to the westerly line of said Lot 1; thence northerly along said westerly line to the point of beginning, and there terminating.

Together with an easement for access purposes over and across a portion of Outlot A, said RAMSEY PROPERTIES ADDITION, said easement being described as follows:

Beginning at the most southerly southwest corner of said Outlot A, thence easterly along a southerly line of said Outlot A for 459.00 feet; thence northerly at a right angle to said southerly line for 13.00 feet; thence westerly, parallel with said southerly line, for 350.57 feet; thence northwesterly for 49.48 feet to a line parallel with and distant 25.00 feet northerly from said southerly line, as measured at a right angle to said southerly line; thence westerly along said parallel line to a westerly line of said Outlot A; thence southerly along said westerly line to the point of beginning, and there terminating



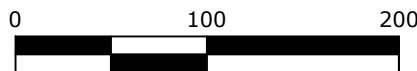
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 17th day of April, 2022

Rory L. Synsteliem

Minnesota License No. 44565



SCALE IN FEET

**CivilSite**  
GROUP

5000 GLENWOOD AVENUE  
GOLDEN VALLEY, MN 55422  
CivilSiteGroup.com

Drawn By: TH  
Project No. 23034.00 SHEET 1 OF 1