

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 CorTrust Bank, N.A., a South Dakota corporation, (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, there exists on the Parcels a drive lane (“drive lane”) that extends from the public right-of-way known Zeolite Street NW near the northern boundary line between Parcel A and Parcel B, which drive lane serves both Parcels, and the Owners wish to provide for the shared use of such 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 Drive Lane Easement Area shall be defined as the area that is legally described and depicted on Exhibit C attached hereto.
3. Access 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, 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 Zeolite Street 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, 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 as further discussed in Paragraph 16 below.

(collectively, the Access Easement)

4. Continuous Access. 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 or construction purposes, All maintenance and repair work done on

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 Parcel B is developed, Parcel A Owner shall be solely responsible for all repair, replacement, snow removal, and other maintenance to the Drive Lane Easement Area.
- B. Once Parcel B is developed, each Owner shall be jointly responsible for all repair, replacement, snow removal, and other maintenance to the Drive Lane Easement Area on its Parcel and equally for the costs thereof.
- C. If either Owner fails to perform its obligations under this Section 5 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 its behalf for all expenses incurred by such 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 Declaration), 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. In the event an action is commenced, the prevailing party (as determined by the Court) shall be entitled to recover costs and expenses incurred in such action including reasonable attorney's fees (as determined by the Court), from the non-prevailing party.

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 deemed to create any easement rights in the public, or for the benefit of any property other than Parcel A and Parcel B.
12. Notice. To be effective, any notice, consent, or other communication required or permitted under this Agreement must be in writing. A notice or other communication shall be deemed to have been given to an Owner, and shall be effective, (i) if delivered by hand, when physically received by an officer of such Owner, or other person authorized by the party to receive notice, or upon refusal to accept delivery, or (ii) if delivered by an overnight delivery service or by mail, on the date such notice or other communication is deposited with the overnight delivery service or deposited in the U.S. mail postage prepaid addressed to the other party, to the last known address for the then-current Owner of the Parcel.
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed, shall be deemed to be an original, and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument.
14. Construction. This Agreement shall be constructed under the laws of the State of Minnesota.

15. Entire Agreement. The Agreement and the exhibits attached hereto constitute the entire understanding or the parties hereto with respect to the transaction contemplated hereby, and supersede all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in the above referenced documents, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.

16. Future Access Agreement. Parcel B is owned by the City of Ramsey with the intent of selling it to one or more developers to construct buildings to aid the City in its goals for improving economic development. The City of Ramsey is committed to requiring future developers to extend the drive lane in the defined shared access described in Exhibit C to serve additional properties with a connection to Sunwood Drive roughly centered between Zeolite Street NW and Yolite Street NW. The drive lane, in addition, may extend to Ramey Parkway and/or to Yolite Street. Each segment of the extended drive lane shall be constructed by the developer of that proposal without additional construction cost from the owner of Parcel A. Each subsequent segment of the shared drive lane will include an amendment to this agreement to define the new easement areas.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE FOR RECIPROCAL INGRESS/EGRESS EASEMENT AREA]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Parcel A Owner

CorTrust Bank, N.A.
a South Dakota corporation

By: _____
Name: Dean Suchy
Title: Market President

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Minnesota, personally appeared Dean Suchy the Market President of CorTrust Bank, N.A., a South Dakota Corporation, who acknowledged the execution of the foregoing Reciprocal Ingress/Egress Easement Agreement on behalf of the limited liability company.

WITNESS my hand and Notarial Seal this ____ day of _____ 2023.

By: _____
Notary Public

[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:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

THIS INSTRUMENT WAS REVIEWED BY:
Frederic W. (Fritz) Knaak, Esq
North Star Law Group
413 Wacouta Street, Suite 500
St. Paul, MN 55101

Exhibit A

Legal Description of Parcel A, Ramsey Properties LLC

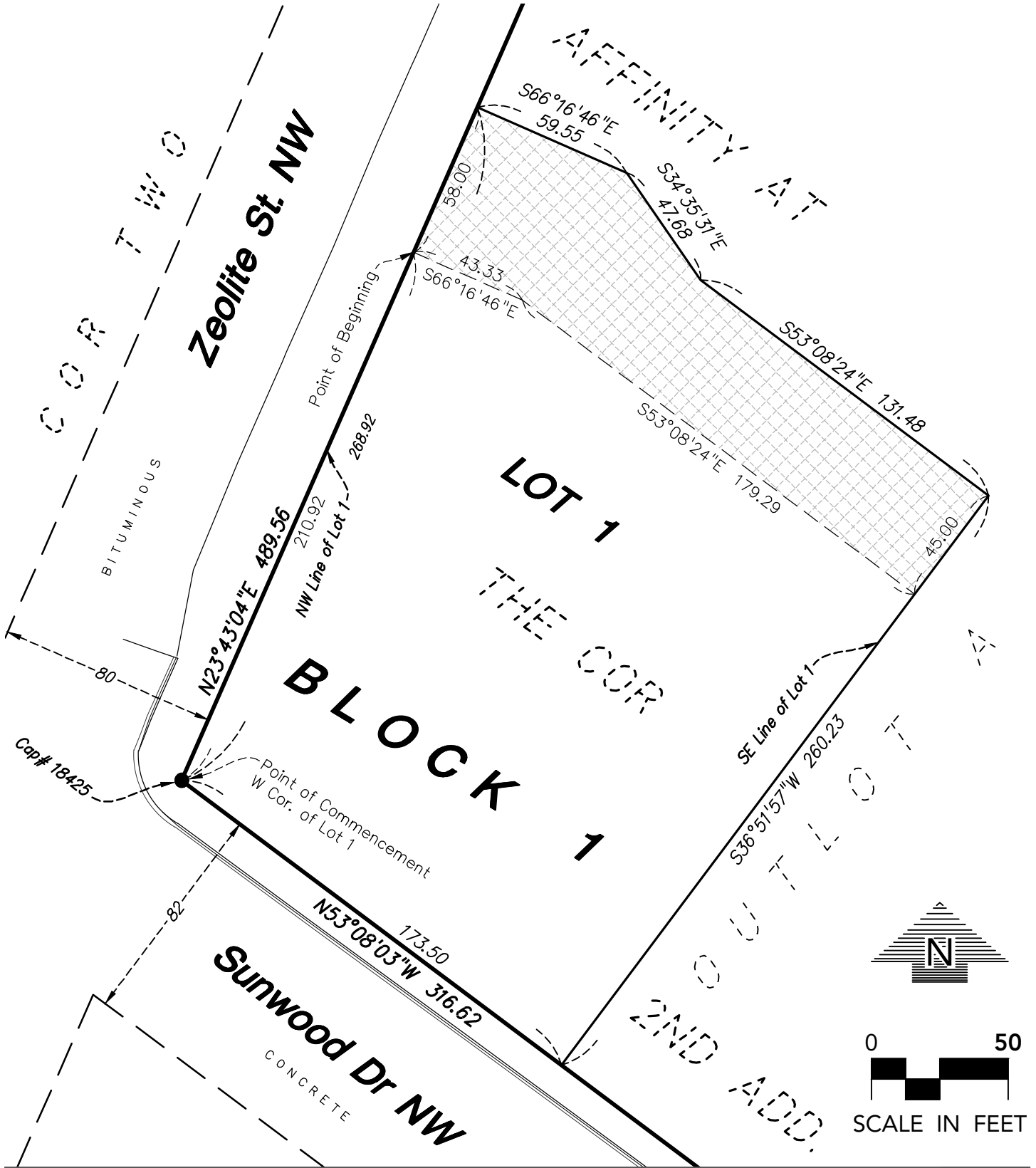
Lot 1, Block 1, Affinity at the COR 2nd Addition, Anoka County, Minnesota

Exhibit B

Legal Description of Parcel B, City of Ramsey

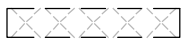
Outlot A, Affinity at the COR 2nd Addition, Anoka County, Minnesota

ACCESS & MAINTENANCE EASEMENT EXHIBIT



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LEGEND



ACCESS & MAINTENANCE EASEMENT AREA
11,355 +/- SQ. FT.



Loucks Project No. 23024A

ACCESS & MAINTENANCE EASEMENT EXHIBIT

Access & Maintenance Easement Description

June 13, 2023


That part of Lot 1, Block 1, AFFINITY AT THE COR 2ND ADDITION, Anoka County, Minnesota, lying to the left of the following described line:

Commencing at the west corner of said Lot 1; thence on an assumed bearing of North 23 degrees 43 minutes 04 seconds East, along the northwest line of said Lot 1, a distance of 210.92 feet to the point of beginning of said line; thence South 66 degrees 16 minutes 46 seconds East 43.33 feet; thence South 53 degrees 08 minutes 24 seconds East 179.29 feet to the southeast line of said Lot 1 and said line there terminating.

Note: The plat of AFFINITY AT THE COR 2ND ADDITION has not been recorded as of the date of this exhibit.

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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.


Jared J. Averkeck - PLS License No. 53642 06/13/23 Date

 **LOUCKS**
Loucks Project No. 23024A