

**Recording Requested By And When
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Kayne Law Group, Co., P.A.
612 Park St.
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Attn: Jacob Worrel, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT (this "**Agreement**") is executed, delivered and made effective as of this ____ day of _____, 2023 (the "**Effective Date**"), by and between **City of Ramsey**, a Minnesota municipal corporation ("**City**"), and **Aldi Inc. (Minnesota)**, a Minnesota corporation ("**Aldi**").

Background Information

A. Aldi and City entered into that certain Real Estate Purchase Agreement, dated March 3, 2023 (the "**Purchase Agreement**"). As a result, Aldi and City each own certain parcels of real property located at the southwest corner of Armstrong Blvd. SW and 147th Ave. N in Ramsey, Minnesota. A copy of a site plan that generally depicts the properties owned by each of the Parties is attached hereto and made a part hereof as Exhibit A (the "**Site Plan**").

B. Aldi's parcel, containing approximately 2.81 acres, is more particularly described on Exhibit B, attached hereto and made a part hereof (the "**Aldi Property**").

C. City's parcel, containing approximately 1.16 acres located adjacent to the Aldi Property, is more particularly described on Exhibit C, attached hereto and made a part hereof (the "**City Property**"; collectively, the Aldi Property and the City Property are sometimes referred to collectively as the "**Overall Parcel**" and individually sometimes as a "**Property**").

D. In order to provide for, among other things, the coordinated development and operation of the Overall Parcel, the Parties have agreed to grant to the other certain easements upon the terms and conditions specifically provided for herein. In addition, the Parties have agreed to subject the Overall Parcel to certain restrictions on use and development, as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and other good and valuable consideration paid, the Parties do hereby agree as follows:

ARTICLE I
Easements

1.01. Ingress/Egress Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), as an easement appurtenant to the Aldi Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular (including Aldi's delivery tractor trailers) ingress, egress, passage, and traffic upon, over, across, and through the driveways (including, but not limited to, the portions of the "**Critical Access Drives**", generally depicted on the Site Plan located on the City Property, as applicable), drive aisles and walkways on the City Property, as they may exist and/or be modified, from time to time. City hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with Aldi's full enjoyment of the rights granted hereby. City shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways; provided, however, City shall not alter, relocate or close the portions of the Critical Access Drives located on the City Property without the prior written consent of Aldi.

1.02. Ingress/Egress Easement to City. Subject to the terms and conditions set forth in this Agreement, Aldi hereby grants and conveys to City and its respective successors and assigns, as an easement appurtenant to the City Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the driveways, drive aisles and walkways on the Aldi Property as they may exist or be modified, from time to time. Aldi hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with City's full enjoyment of the rights granted hereby. Aldi shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways.

1.03. Utility Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to Aldi and its successors and assigns, as an easement appurtenant to the Aldi Property, a non-exclusive easement over, under and across the City Property as may be necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utility lines, connections and related improvements (collectively, "**Utility Lines**" and individually, a "**Utility Line**"), together with the right of ingress and egress for the foregoing purposes. Utility Lines include, but are not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. City shall have the right at any time to relocate a Utility Line located upon its Property upon 30-days prior written notice to Aldi; provided, however, that such relocation: (a) shall not interfere with or diminish the utility service to the Aldi Property; (b) shall not reduce or unreasonably impair the usefulness or function of such Utility Line; (c) shall be performed without cost or expense to Aldi; and (d) shall be completed using materials and design standards which equal or exceed those originally used. Aldi shall install, maintain and replace, at its sole cost and expense and in a good condition, its Utility Lines that are located on the City Property (unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility Line). Any maintenance and repair of Utility Lines located on the City Property shall be performed in such a manner as to cause as little disturbance in the use of the City Property as is practicable under the circumstances. Following Aldi's installation, maintenance or replacement

of a Utility Line on the City Property, Aldi shall restore the affected portion of the City Property to a condition equal to (the extent reasonably practicable under the circumstances) or better than the condition which existed prior to commencement of such work.

1.04. Temporary Construction Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), a non-exclusive temporary construction easement and right-of-way for the benefit of the Aldi Property to the extent needed in accordance with good construction practices, but only during a period of construction on the Aldi Property, on, over, across and through the City Property for the purposes of facilitating construction on the Aldi Property and providing a temporary means of access for construction vehicles to and from the Aldi Property and facilitating construction of such improvements on the Aldi Property. Such construction activities shall be performed in such a manner as to cause as little disturbance in the use of the City Property as is practicable under the circumstances. Similarly, construction activities shall be performed on the City Property so as to minimize interference with the business activities conducted on the Aldi Property.

1.05. Reciprocal Parking Easements

(a) Subject to the terms and conditions set forth in this Agreement, Aldi hereby grants and conveys to City and its respective successors and assigns, as an easement appurtenant to the City Property, a permanent, non-exclusive easement and right-of-way for the purpose of passenger vehicular parking, over, across, and through the parking areas on the Aldi Property, as they may exist or be modified, from time to time. Aldi hereby reserves the right to use the foregoing easement areas. Aldi shall further have the right to relocate or otherwise modify any and all of such parking areas. The foregoing easement is to permit cross parking only by retail customers while they are visiting the City Property. Further, such parking easement shall be conditioned up on the following: (i) such parking rights in favor of the City Property shall not apply to, and City shall have no parking easement or other rights with respect to, that portion of the Aldi Property referred to herein and depicted on the Site Plan as "**Aldi's Exclusive Parking Area**", it being the agreement and intent of Aldi and City that Aldi shall have the sole and exclusive use of Aldi's Exclusive Parking Area; (ii) City shall maintain the parking spaces, including the number and width thereof, along with the parking spaces, parking lanes and parking bays, located on the City Property, at a minimum, in accordance with all applicable laws without variance therefor; (iii) the City Property shall contain sufficient parking spaces in order to independently comply with all governmental requirements (without variance) without reliance upon any parking spaces located on the Aldi Property; and (iv) City maintaining parking spaces on the City Property and allowing Aldi to park on the City Property pursuant to Section 1.05(b) below. Except as set forth in this Section 1.05, no easement for vehicular parking upon, over and across the Aldi Property is granted by this Agreement.

(b) Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to Aldi and its respective successors and assigns, as an easement appurtenant to the Aldi Property, a permanent, non-exclusive easement and right-of-way for the purpose of passenger vehicular parking, over, across, and through the parking areas on the City Property, as they may exist or be modified, from time to time. City hereby reserves the right to use the foregoing easement areas. City shall further have the right to relocate or otherwise modify any and all of such parking areas. The foregoing easement is to permit cross parking only by retail customers while they are visiting the Aldi Property. Further, such parking easement shall be conditioned up on the following: such parking rights in favor of Aldi Property shall not apply to,

and Aldi shall have no parking easement or other rights with respect to, that portion of the City Property referred to herein and depicted on the Site Plan as “**City’s Exclusive Parking Area**”, it being the agreement and intent of Aldi and City that City shall have the sole and exclusive use of City’s Exclusive Parking Area. Except as set forth in this Section 1.05, no easement for vehicular parking upon, over and across the City Property is granted by this Agreement.

1.06. Visibility Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, City hereby grants and conveys to Aldi, its successors and assigns, as an easement appurtenant to the Aldi Property, a perpetual, non-exclusive easement for maintaining the visibility of Aldi's building and signage on the Property within that portion of the City Property depicted on the Site Plan and referred to herein as the “**No-Build Area**”. City shall not (and shall not permit any other person to), without Aldi’s prior written consent, within the No-Build Area, construct, erect, or install any permanent or temporary buildings, structures or other improvements, except for curbs, light poles, paving, signage, landscaping and street signage.

ARTICLE II
Restrictions

2.01. Use Restrictions on City Property. City hereby covenants and agrees, for itself and, its respective successors and/or assigns, that it will not lease, rent, sell or use, or permit the use of, the City Property, for any of the prohibited uses set forth on Exhibit D, attached hereto and made a part hereof.

2.02. Aldi’s Exclusive Use. City, for itself, its successors and assigns, covenants and agrees, and hereby declares and imposes on City Property, for the benefit of the Aldi Property, that the City Property shall not be leased, rented, sold or otherwise permit to be owned, controlled, leased, used or occupied for the operation of a Retail Grocery Store. The term “**Retail Grocery Store**” means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. “Retail Grocery Store” shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the City Property, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. “Retail Grocery Store” does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption

ARTICLE III
Intentionally Deleted.

ARTICLE IV
Insurance; Indemnification

4.01. Insurance. Each Party shall, at its own expense, obtain, carry and keep in force commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Party is responsible to the other under this Agreement or by law, with financially responsible insurers authorized to transact insurance business in the State in which the Overall Parcel is located, with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall include all of the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other

property in addition to the Overall Parcel which is the subject of this Agreement; provided that the insurer shall provide a schedule to each Party showing that the coverage provided by such policy shall (a) meet the requirements of this Agreement; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers. The policies shall name Aldi and City as additional insureds (as their interests may appear) and shall provide that they may not be canceled without 30 days' prior written notice to both insureds. Upon request, each Party shall provide to the other a certificate of insurance evidencing such coverage. Notwithstanding the foregoing provisions hereof to the contrary, Aldi (or the entity that owns a controlling interest of Aldi, if self-insuring on Aldi's behalf) shall have the right to self-insure for the risks described in this Section 4.01.

4.02. Indemnification.

(a) By City. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Aldi or of Aldi's agents, employees, servants, contractors and licensees, City shall indemnify Aldi and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of City or of City's agents, employees, servants, contractors or licensees arising out of City's use and occupancy of the City Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Aldi in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

(b) By Aldi. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of City or of City's agents, employees, servants, contractors and licensees, Aldi shall indemnify City and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Aldi or of Aldi's agents, employees, servants, contractors or licensees arising out of Aldi's use and occupancy of the Aldi Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by City in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

ARTICLE V
Damage and Destruction

5.01. The Aldi Improvements. In the event the improvements on the Aldi Property (the "**Aldi Improvements**") are either destroyed or damaged by fire, flood, earthquake, or other casualty, Aldi shall have no obligation, under this Agreement, to repair, rebuild or restore the Aldi Improvements. However, if Aldi elects to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with City's use of its Property and the rights granted to it under this Agreement. If Aldi elects not to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, Aldi shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to City pursuant to Article I hereof shall continue in full force and effect.

5.02. The City Improvements. In the event the improvements on the City Property (the "**City Improvements**") are either damaged or destroyed by fire, flood, earthquake, or other casualty, City shall have no obligation, under this Agreement, to repair, rebuild or restore the City Improvements. However, if City elects to repair, rebuild or restore the City Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Aldi's use of its Property and the rights granted to it under this Agreement. If City elects not to repair, rebuild or restore the City Improvements after any such damage or destruction, City shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to Aldi pursuant to Article I hereof shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 5.02, if the Critical Access Drives are destroyed or damaged, City shall, within 30 days after the date of such damage and/or destruction, restore the Critical Access Drives to the minimum condition necessary for Aldi's continued use thereof as existed prior to such damage or destruction.

ARTICLE VI
Defaults and Remedies

6.01. Defaults. If any Party (the "**Defaulting Party**") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of 30 days (or such lesser period as may be reasonably necessary in the event of a failure which poses an imminent threat of personal injury or damage to property) after the other Party (the "**Non-Defaulting Party**") has given to the Defaulting Party written notice thereof, then the Defaulting Party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the Defaulting Party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this Section 6.01, then the Non-Defaulting Party shall have all of the rights and remedies afforded to it by law and also all of the rights and remedies set forth in Section 6.02 hereof (whether or not they are expressly provided by statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently at any time that such default remains uncured, without waiving any of the Non-Defaulting Party's other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

6.02. Remedies.

(a) Cure. Following the expiration of the applicable cure period, the Non-Defaulting Party may, at its election, cure any default of the Defaulting Party under this Agreement; and if the Non-Defaulting Party should do so, then it shall be entitled to be reimbursed for all reasonable and documented costs and expenses expended by it in connection therewith, which amounts shall be due and payable by the Defaulting Party to the Non-Defaulting Party on demand.

(b) Civil Actions. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction for the County in which the

Overall Parcel is located, or such other jurisdiction as may be agreed to between the Parties, in order to enforce the rights and remedies available to the Non-Defaulting Party.

6.03. Obstruction Events. Notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Aldi Property is obstructed due to an obstruction on the City Property (including, but not limited to, the Critical Access Drive) or an activity of an City Permittee (each such event, a "**City Obstruction Default**"), Aldi may notify City by any means reasonable under the circumstances, including via email or telephone, of the City Obstruction Default and demand that the City Obstruction Default be remedied. If, after 24 hours after such notice has been provided, City has not (i) remedied the City Obstruction Default or (ii) commenced to remedy the City Obstruction Default and thereafter remedied such City Obstruction Default within 24 hours, Aldi shall have the right (but not the obligation) to remedy the City Obstruction Default (including the right to enter upon the City Property) and shall be reimbursed by City for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above. Further and notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the City Property is completely obstructed due to an obstruction on the Aldi Property or an activity of an Aldi Permittee (each such event, an "**Aldi Obstruction Default**"), City may notify Aldi by any means reasonable under the circumstances, including via email or telephone, of the Aldi Obstruction Default and demand that the Aldi Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Aldi has not remedied the Aldi Obstruction Default or commenced to remedy the Aldi Obstruction Default and thereafter remedies such Aldi Obstruction Default within 24 hours, City shall have the right (but not the obligation) to remedy the Aldi Obstruction Default (including the right to enter upon the Aldi Property) and shall be reimbursed by Aldi for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above.

6.04. Interest; Lien. All amounts owing under this Agreement that are not timely paid shall accrue interest ("**Interest**") thereon from and after the due date at the lower of (i) the rate of 12% per annum, or (ii) the maximum rate permissible from time to time under applicable law. To the maximum extent permitted by applicable law, any amount owed under this Agreement constitutes a lien against the Property of the obligated Party. Any provision of this Agreement to the contrary notwithstanding, all liens established hereby shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust existing prior to the date the charge giving rise to such lien became due and payable.

ARTICLE VII
Notices; Notice of Transfer

7.01. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted by one of the following methods to such Party at the address set forth at the end of this Section 7.01: (a) via a nationally recognized overnight delivery service (such as FedEx or UPS); or (b) by certified mail, postage prepaid, return receipt requested. Either Party may change its address for notice by giving written notice thereof to the other Party at least 10 business days prior to the effective date of such change of address. The address of each Party for notice initially is as follows:

- (a) If intended for City, to:

City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303
Attention: Brian Hagen
Email: bhagen@cityoframsey.com

With a copy to:

Holstad and Knaak
413 Wacouta Street
Suite 500
St. Paul, MN 55101
Attention: Fritz Knaak, Esquire
Email: fknaak@klaw.us

(b) If intended for Aldi, to:

Aldi Inc. (Minnesota)
4201 Bagley Ave N.
Faribault, MN 55021
Attention: Andrew Mack, Director of Real Estate
Fax #: (507) 333-9475
Email: Andrew.mack@aldi.us

With a copy to:

Kayne Law Group, CO., P.A.
612 Park Street, Suite 100
Columbus, OH 43215
Attention: Jacob Worrel, Esq.
Email: jworrel@kaynelaw.com

7.02. Notice of Conveyance. If a Party (a "**Conveying Party**") should convey its fee interest in and to its Property (or any portion thereof) to another Person, it may notify the other Party of such conveyance in the manner provided in Section 7.01 hereof. Such notice shall contain the name of the grantee and the address of such grantee for purposes of receiving notices hereunder. Unless and until a Conveying Party notifies the other Party of a conveyance of its fee interest in its Property and the name and address of the transferee, notices addressed to the Conveying Party as provided for in Section 7.01 shall continue to be effective, but the other Party may also send notices that shall be deemed effective hereunder to such grantee at the tax mailing address listed for such grantee on the books of the County Assessor of Property, until such time as the grantee has notified the other Party of a different notice address in the manner provided in Section 7.01 hereof.

ARTICLE VIII
Miscellaneous Provisions

8.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

8.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Overall Parcel is situated. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the state in which the Overall Parcel is situated. In the event either Party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful Party shall then be entitled to receive from the other Party(s), in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

8.03. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, a Party shall damage or disturb the improvements of another Party, the Party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Property of such other Party to, as nearly as possible, the condition existing prior to such damage or disturbance.

8.04. Lien Removal. If, as a result of either Party's (the "**Contracting Party's**") exercise of any of the rights granted to it in this Agreement to enter onto and/or perform work upon the other Party's Property, a lien is filed by any contractor, subcontractor, laborer or materialman, then the Contracting Party shall discharge, bond or otherwise remove each such lien within 30 days following written notice from the other Party. If the Contracting Party fails to so discharge, bond or otherwise remove any such lien within such period of time, the other Party may do so and the Contracting Party shall reimburse the other Party upon demand therefor for the reasonable cost thereof, including, without limitation, reasonable attorney fees incurred in discharging such lien, and interest.

8.05. Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

8.06. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

8.07. Severability. If any provision of this Agreement or the application of any provision to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

8.08. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

8.09. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Overall Parcel, the Parties (and their successors and assigns) and

not for the benefit of any other Persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other Persons.

8.10. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

8.11. Reasonableness of Consent or Approval/Further Actions. Whenever a Party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another Party, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required to obtain the written consent or approval of another Party to effectuate a plat, subdivision or lot split of such Party's property, the other Party shall not unreasonably withhold, condition or delay such written consent or approval.

8.12. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall (subject to the provisions of Section 8.14 hereof) be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. If a Property is subdivided and sold, any obligation or expense attributed to a subdivided parcel shall be deemed an expense of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

8.13. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Overall Parcel; and if there should at any time be common ownership of any of the Overall Parcel, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Overall Parcel.

8.14. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Overall Parcel to the general public or for any public purpose; provided that the Parties shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

8.15. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest (or any portion thereof) in and ownership of such Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest,

shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

8.16. Definition of Certain Terms. As used in this Agreement, the term "**Person**" means a corporation, association, partnership, limited liability company, trust, estate, governmental agency or other entity, as well as an individual or natural person, unless the context otherwise requires, the term "**Permittee**" means the respective employees, agents, customers, contractors, licensees, guests and invitees of Aldi and City, and the term "**Party**" means Aldi or City individually (or "**Parties**" shall mean Aldi and City collectively) and their respective successors and assigns. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Texas are authorized by law to be closed.

8.17. Estoppel Certificate. Within 20 days after receipt of a written request therefor, either Party shall deliver to the other a written statement acknowledging that this Agreement is in full force and effect (if the same be true), that this Agreement has not been modified (or if it has, stating such modifications), whether or not the requesting Party is in default, and providing any other pertinent information that the requesting Party might reasonably request with respect to the status of this Agreement or the Overall Parcel.

8.18. Index of Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein:

- Exhibit A – Site Plan
- Exhibit B – Aldi Property Legal Description
- Exhibit C – City Property Legal Description
- Exhibit D – Use Restrictions

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[Signature and Acknowledgment Pages Follow]

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT
(City Signature and Acknowledgment)

City:

City of Ramsey,
a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Date Signed: _____

By: _____
Brian Hagen, City Administrator

Date Signed: _____

STATE OF MINNESOTA)
)
COUNTY OF ANOKA)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mark E. Kuzma, Mayor, and Brian Hagen, City Administrator of the City of Ramsey a Minnesota municipal corporation, on behalf of said corporation.

Notary Public for _____
My Commission expires: _____

EXHIBIT B
Aldi Property Legal Description

Lot 1, Block 1, COR FOUR

EXHIBIT C
City Property Legal Description

Lot 2, Block 1, COR FOUR

EXHIBIT D
Use Restrictions

- (a) [Intentionally Deleted]
- (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales; however, this restriction shall not prohibit a Tap Room, Brewery or Brew Pub;
- (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
- (d) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
- (e) a pool or billiard hall; arcade;
- (f) night club or dance club;
- (g) movie theater or cinema;
- (h) gym or health club greater than 5,000 square feet;
- (i) school or learning center having more than thirty students at any one time,
- (j) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; race track; go-karting track;
- (k) telemarketing; polling and surveying center; office use (other than office uses within and ancillary to a permitted retail use);
- (l) an abortion clinic; Planned Parenthood;
- (m) a pet store; except, however, a national pet store (e.g., Petsmart or Petco) shall be permitted if the location of such use is not adjacent to the Aldi Property;
- (n) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
- (o) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or

- maintenance); mobile home sales; living quarters; hotel; apartment building;
- (p) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
 - (q) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises
 - (r) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
 - (s) a public or private nuisance
 - (t) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
 - (u) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
 - (v) a gun/firearms shop or gun/firearms range;
 - (w) a pawn shop, tattoo parlor or flea market;
 - (x) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;
 - (y) a store dedicated to the sale of tobacco products;
 - (z) a mortuary or funeral home;
 - (aa) a church or other place of worship; banquet hall; auditorium or meeting hall;
 - (bb) the outdoor display, sale or storage of merchandise in parking area (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); and/or
 - (cc) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.