

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made this _____ day of _____, 2024, by and between Stories Foundation, a domestic Nonprofit Corporation (the “Grantor”) under the laws of Minnesota, and the City of Ramsey, Minnesota (the “Grantee”).

Recitals

A. Grantor is the fee owner of certain real estate (the "Property") in Anoka County, Minnesota, described as follows:

Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1, STORYTELLER CAFÉ, Anoka County, Minnesota

B. Grantee has requested a permanent easement over a portion the Property legally described and depicted on the attached Exhibit A (the “Easement Area”) for a non-exclusive, perpetual easement for pedestrian purposes in connection with the public sidewalk that parallels Sunwood Drive (the “Sidewalk”), part of which is located in the Easement Area, and Grantor has agreed to grant such easement to Grantee in accordance with the terms and conditions stated herein.

Grant of Easement

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement. Grantor hereby grants, bargains, and conveys to Grantee for the benefit of the public, a perpetual, non-exclusive, appurtenant easement for sidewalk purposes by pedestrians over and across the Easement Area (the “Easement”).

2. Exclusivity and Restrictions. In accordance with the terms of this Agreement, Grantor may continue to use the Easement Area for any purpose which does not unreasonably interfere with the public’s use of the Easement Area for sidewalk purposes. Grantor shall not grant any rights to the

Easement Area to any other party during the term of this Easement that would interfere with or jeopardize the use of the Easement Area. The Easement is subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of record related to the Easement Area and all applicable laws, regulations, ordinances and rules.

3. Easement to Run with Land. The Easement created herein shall run with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

4. Amendment; Modification; Termination. This Agreement may not be modified, restated, amended, or changed in any way without the prior written consent of the Grantor and Grantee.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties have executed Agreement as of the date first above written.

GRANTOR:

Stories Foundation
a Nonprofit Corporation (Domestic)

By : _____
Stephanie Page
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a notary public, personally appeared Stephanie Page, the President of Stories Foundation, a Nonprofit Corporation (Domestic), named in the foregoing instrument and acknowledged said instrument on behalf of the nonprofit corporation.

Notary Public

GRANTEE:

CITY OF RAMSEY, MINNESOTA

By: _____
Name: Mark E. Kuzma
Its: Mayor

By: _____
Name: Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a notary public, personally appeared Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota, named in the foregoing instrument and acknowledged said instrument on behalf of the city.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

EXHIBIT A

DESCRIPTION AND DEPICTION OF EASEMENT AREA

Legal Description

A 2.00 foot wide easement over part of Lot 1, Block 1 STORYTELLER CAFÉ, according to the recorded plat thereof, Anoka County, Minnesota. Said 2.00 foot wide easement lies parallel with, adjoining, and southerly of the southerly right-of-way line of Sunwood Drive NW, lying between Yolite Street NW and the easterly line of said Lot 1, Block 1 STORYTELLER CAFÉ.

Depiction of Easement

