

DECLARATION OF RECIPROCAL EASEMENTS

THIS DECLARATION is made this 12th day of September, 1996, by the City of Ramsey (hereinafter "Ramsey"), a Minnesota Municipal Corporation, and First State Bank of Isanti (hereinafter "Bank"), a Minnesota Corporation, hereinafter collectively referenced as "Declarants".

RECITALS:

EASE 25-32-25-43-0062
 " _____ 0063
 " 36-32-25-12-0016
 " _____ 0017
 " _____ 0018 7A

The City is the fee owner of that certain tract of land legally described as Lot 2, Block 1, Old School House No. 28 Addition, Anoka County, Minnesota; and

Bank is the fee owner of that certain tract of land legally described as Lot 1, Block 1, Old School House No. 28 Addition, Anoka County, Minnesota. Said Lots 1 and 2, Block 1, Old School House No. 28 Addition, are hereinafter referenced collectively as the "Property".

To effectuate and insure the common use and operation of the respective lots on the Property, appropriate access to each of the lots, and the preservation of the values and maintenance of said lots, Declarants desire to subject the Property to the easements, covenants and agreements as hereinafter set forth, and to grant for the benefit of the respective lots certain reciprocal easement rights in, to, over and across the Property.

NOW, THEREFORE, Declarants declare that the Property is and shall be held, transferred, sold, conveyed, and occupied, subject to the easements, covenants and agreements hereinafter set forth, which easements, covenants and agreements shall run with the Property and shall be binding upon all parties and inure to the benefit of all Owners having any right, title, or interest in the Property or any part thereof, and their heirs, representatives, successors and assigns.

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.
2. **Definitions.** As used herein, the following words and terms shall have the following designated meanings:
 - a) "Lots" shall mean Lot 1, Lot 2, or Lot 3, Block 1, River/47 Plaza Addition, Anoka County, Minnesota;

- b) "Owner" shall initially mean the Declarants stated above; however, owner shall also mean the successors and assigns of Declarants who become owners of any portion of the Property. If different portions of the Property are owned by different Persons, each Person shall be an Owner and shall all be liable for the performance of all covenants, obligations, and undertakings herein set forth, with respect to the portion of the Property owned by it during such period of ownership.
 - c) "Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.
3. **Easements.** There shall hereby exist in favor of each Owner and each Lot for the use by each Owner, its lessees, employees, agents, contractors, customers, guests and invitees, in common with others entitled to use the same, if any, a nonexclusive easement for roadway, utilities and drainage purposes and for ingress and egress and parking lot purposes over and across that part of the property legally described on Exhibit "A" attached hereto and made a part hereof. Said Exhibit "A" has been prepared by KKE Architects at the joint request of Declarants, and is hereby approved by Declarants.
4. **Duration of Easement.** The Easement shall be permanent and perpetual and shall inure to the benefit of and be binding upon all Owners and their respective successors and assigns, and shall run with the land.
5. **Maintenance and Repair.** The Owner of Lot 1 shall construct all of the driveways and parking areas shown on Exhibit "A" in a manner conforming with the plans and specifications prepared by KKE Architects and attached hereto as Exhibit "B". Said improvements shall be completed in a good, workmanlike manner and shall be completed by not later than February 12, 1997, subject to delays beyond the reasonable control of the Owner of Lot 1. The Owner of Lot 1 shall, at its sole cost and expense, maintain and repair said driveways, parking lot and related improvements, including, but not limited to, snow plowing, snow removal, and repair and replacement as necessary for the bituminous surface and curbing (the "Maintenance Costs"); however:

- a) From and after completion of the subject improvements as specified in Exhibit "B", the Owner of Lot 2 shall reimburse the Owner of Lot 1 for 29 percent of the initial construction costs thereof. Said reimbursement shall be due and payable within thirty (30) days after receipt of an invoice from the Owner of Lot 1 for the same; and,
 - b) From and after completion of the improvements as specified in Exhibit "B", the Owner of Lot 2 shall reimburse the Owner of Lot 1 for 29 percent of the maintenance costs on a monthly basis within thirty (30) days after receipt of an invoice from the Owner of said Lot 2 for the same.
6. **No Dedication.** Notwithstanding anything herein to the contrary, the Easement shall not be deemed dedicated to the public or otherwise deemed public land. Notwithstanding that it is a party to this Agreement, Ramsey shall have no obligation and no right, unless otherwise existing independent of this Declaration, under the ordinances, statutes and other laws under which Ramsey operates, to maintain and administer the Easement area, except the Easement area located upon its own lot in a manner consistent with this Agreement. Except as may otherwise be specifically provided herein, no right or privilege of any Owner shall inure to the benefit of any third party Person nor shall any third party Person be deemed to be a beneficiary of any of the provisions contained herein.
7. **Parking Restriction.** Notwithstanding any other provision hereof, the Owner of Lot 2, its lessees, employees, agents, contractors, customers, guests and invitees, understand that the primary purpose of the parking designated on Exhibit "B" which are located upon Lot 1 during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excepting legal holidays) and that during the hours of 8:00 a.m. to 12:00 noon Saturdays are for the operation of the bank facility and shall abide by any reasonable requests from said owners.
8. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Declaration. This Declaration may not be modified, amended or changed orally, but only by an agreement in writing signed by the affected Owners. No Owner shall be deemed to have waived any rights under this Declaration unless such waiver is given in writing, and signed by such Owner. If any provision of this Declaration is invalid or unenforceable, such provision shall

be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be modified, it shall be stricken and all other provisions of this Declaration in all other respects shall remain valid and enforceable.

This Agreement shall be construed in accordance with the laws of the State of Minnesota.

CITY OF RAMSEY, MINNESOTA
By [Signature]
Its: Mayor
By [Signature]
Its: City Administrator

FIRST STATE BANK OF ISANTI
By [Signature]
Its: Executive Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 17th day of September, 1996, before me, a Notary Public, personally appeared Glen D. Hardin and Ryan R. Schroeder to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Glen D. Hardin and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said Municipal Corporation.

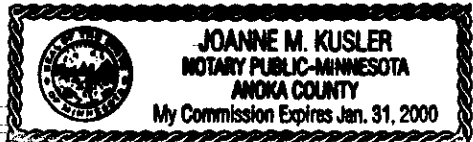
[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)



On this 12th day of September, 1996, before me a Notary Public, personally appeared Kevin Johnson, the Executive Vice President of First State Bank of Isanti, a corporation under the laws of the State of Minnesota, signed said instrument as a free act on behalf of the Corporation.

[Signature]
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

**Clark A. Joslin
JOSLIN & URNESS, P.A.
Attorneys at Law
221 NW 2nd Avenue
Cambridge, MN 55008
Phone: (612) 689-4101
Attorney ID No: 52802**

ABSTRACT

DOCUMENT NO. 1243375.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **SEP 30 96**
AT **5:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$19.50** PAID.

RECEIPT NO. **96068372**
EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY **JLG**
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

Receipt # <u>108372</u>	<input type="checkbox"/> Certified Copy
Date/Time: <u>9/30/19:00</u>	<input type="checkbox"/> Tax Liens/Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co. Doc Tax Pd
✓ by: Recordability: <u>[Signature]</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>19.50</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Delqs: _____ Pins: <u>92</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec.