

**PUBLIC
RIGHT-OF-WAY
EASEMENT AGREEMENT**

THIS PUBLIC RIGHT-OF-WAY EASEMENT AGREEMENT (this "Agreement") is between Round 2 Development, LLC, a Minnesota limited liability company ("Round 2"), Home Depot U.S.A., Inc., a Delaware corporation ("HD"), Apple-GR, LLC, a Colorado limited liability company ("Applebee's"), Northern Star Cooperative Services, a Minnesota cooperative ("NSCS") and Spirit Realty, L.P., a Delaware limited partnership ("Spirit") (collectively, "Grantors"), and the City of Grand Rapids, Minnesota, a municipal corporation organized under the laws of the State of Minnesota (the "City"), and shall be effective on _____ (the "Effective Date").

WHEREAS, Grantors are the owners in fee simple of certain real estate in the City of Grand Rapids, County of Itasca, State of Minnesota, legally described in Exhibit A attached hereto (the "Grantor Property");

WHEREAS, there are two private roads that currently provide access to the Grantors' properties, a portion of which (the "Northern Access Road") was constructed, and is maintained, pursuant to a Shared Driveway Easement and Maintenance Agreement recorded in the Office of the Itasca County Registrar of Titles (the "Records") as Document No. T000068957 (the "Private Easement") and the remainder of which (the "Western Access Road") was constructed, and is maintained, pursuant to that certain Grading, Slope and Access Agreement recorded in the Records as Document No. 539735, as amended (the "GSAÁ"); and

WHEREAS, the Northern Access Road and Western Access Road are referred to herein collectively as the "Access Road;" and

WHEREAS, Grantors desire to convey a permanent, 66 foot wide public right-of-way easement (the "ROW Easement") to the City over the ROW Easement Area (as defined below), which will fully contain the Access Road and additional land; and

WHEREAS, the City is willing to accept the ROW Easement, along with all responsibility for maintaining and repairing the Access Road as of the Effective Date.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Permanent Right-of-Way Easement. The Grantors hereby convey and transfer unto the City, its successors and assigns, a public easement for a right-of-way and ancillary purposes related to the right-of-way only (including, but not limited to, the installation and maintenance of public utilities, pathways, and landscaping) over, upon and across the areas legally described in Exhibit B-1 and depicted in Exhibit B-2 attached hereto (the "ROW Easement Area"). The ROW Easement is granted hereby for the purpose of a public roadway and public utilities within the ROW Easement Area. The City agrees to repair and maintain the public roadway and public utilities within the ROW Easement Area, at the City's sole cost and expense, according to and consistent with City standards.

2. Existing Maintenance and Reimbursement Obligations. All obligations of any party hereto contained in the Private Easement or within the GSAA to (a) arrange for or conduct maintenance or repair of the Access Road; or (b) pay for or reimburse a third party for expenses incurred to maintain or repair any portion of the Access Road, are hereby superseded and are of no further force or effect as of the Effective Date. Furthermore, to the extent any such obligations exist in any other written instrument executed or recorded prior to the Effective Date, the parties to this Agreement shall not enforce such obligations against any owner of any portion of Outlot A, Hawkinson Commercial Development.

3. Warranty of Title. Grantors hereby covenant with the City that Grantors are lawfully seized and possessed of their respective portions of the land underlying the ROW Easement Area, in fee simple absolute. Grantors make no other warranties or representations, express or implied, whatsoever.

4. Ownership of Improvements. Any and all roadway improvements and utility lines installed in conjunction therewith, constructed under the authority of this Agreement or in existence as of the Effective Date, shall be the property of the City, and the Grantors shall have no responsibility or liability therefore whatsoever. All such improvements are hereby conveyed by the Grantors to the City, without warranty.

5. Release. The City hereby releases the Grantors, and their successors and assigns, from any and all liability for any wrongful deaths, injuries to persons, or damage or loss to property, and any other form of consequential, exemplary or other damages, and for any other expense, loss or liability incurred or suffered by the City, its employees, contractors, subcontractors, agents, suppliers or other vendors or servants, arising out of or related to any excavation, grading, road work, and any other form of construction, repair or maintenance activities conducted by or at the behest of the City in, on, or under the ROW Easement Area, and the City assumes all responsibility therefor.

6. Survival. The indemnities and releases provided for in this Agreement shall survive any termination of this Agreement and the City's easement rights hereunder.

7. Enforcement Costs. In the event of any default or breach of this Agreement by any party hereto, or the failure of any party to perform its duties, obligations or responsibilities under this Agreement, the non-prevailing party in any resulting litigation shall be responsible for and shall pay any and all costs and expenses, including reasonable attorneys' fees and costs, incurred or suffered by the prevailing party in enforcing the terms and provisions of this Agreement.

8. This Agreement Controls. In the event of any conflict or inconsistency between the terms of this document and the terms of the Private Easement or the GSAA, the terms of this Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, the said parties have caused this Public Right-of-Way Easement Agreement to be executed as of the Effective Date.

Dated: 7/19/24

ROUND 2 DEVELOPMENT, LLC,
a Minnesota limited liability company

Mark G. Hawkinson
By: MARK G. HAWKINSON
Its: PRESIDENT

STATE OF Minnesota
COUNTY OF Hobbs


This instrument was acknowledged before me on July 19, 24 by
Mark Hawkinson as President of Round 2
Development, LLC, a Minnesota limited liability company.



L. H. Johnson
Notary Public

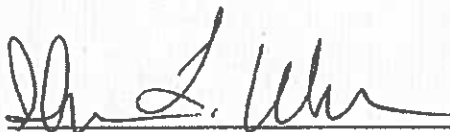
Dated: 7-16-2024

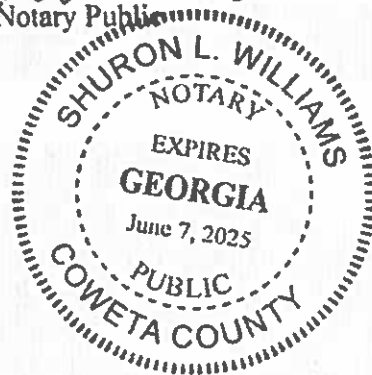
HOME DEPOT U.S.A., INC.,
a Delaware corporation


By: JESSICA BORGERT
Its: Assistant General Counsel

STATE OF Georgia
COUNTY OF Coweta

This instrument was acknowledged before me on 7-16-24 by
JESSICA BORGERT as ASST. General Counsel of Home Depot
U.S.A., Inc., a Delaware corporation.


Notary Public



Dated: 7/18/2024

APPLE-GR, LLC,
a Colorado limited liability company

H. F. Kuhlmann
By: HANS F KUHLMANN
His: MANAGER

STATE OF Colorado
COUNTY OF Arapahoe

This instrument was acknowledged before me on 7/18/24 by
HANS F KUHLMANN as MANAGER of Apple-GR,
LLC, a Colorado limited liability company.

ANNY MIRA LANE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244024049
MY COMMISSION EXPIRES JUN 25, 2028

Anny Mira Lane
Notary Public

Dated: April 12, 2024

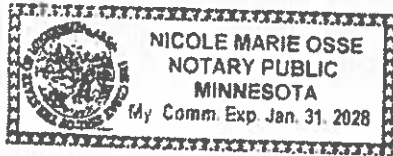
NORTHERN STAR COOPERATIVE SERVICES, a Minnesota cooperative

Bradley J. Box
By: Bradley J. Box
Its: Chief Executive Officer

STATE OF Minnesota
COUNTY OF Itasca

This instrument was acknowledged before me on April 12, 2024 by Bradley J. Box as Chief Executive Officer of Northern Star Cooperative Services, a Minnesota cooperative.

Nicole M. Osse
Notary Public



11130-51

Dated: _____

SPIRIT REALTY, L.P.,
a Delaware limited partnership

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by
_____ as _____ of Spirit Realty,
L.P., a Delaware limited partnership.

Notary Public

ACCEPTED BY:

CITY OF GRAND RAPIDS

By: _____
Its: _____

Drafted by:
Robert R. Kanuit
Fryberger Law Firm
1409 Hammond Avenue, Suite 330
Superior, WI 54880

M:\DOCS\1113070005\LEGAL\1113070005.DOCX

EXHIBIT A

Legal Description of Grantor Property

Real Estate Owned by Round 2 Development, LLC:

Lot 1, Block 1, AND Outlot A, Hawkinson Commercial Development

Real Estate Owned by Home Depot U.S.A., Inc.:

Lot 2, Block 1, Home Depot Grand Rapids

Real Estate Owned by Apple-GR, LLC:

Lot 3, Block 1, Home Depot Grand Rapids

Real Estate Owned by Northern Star Cooperative Services:

Lot 2, Block 1, Hawkinson Commercial Development

Real Estate Owned by Spirit Realty, L.P.:

Lot 3, Block 1, Hawkinson Commercial Development

EXHIBIT B-1

Legal Descriptions of ROW Easement Areas – 6 pages

HOME DEPOT EASEMENT

A perpetual easement for infrastructure purposes over, under, across and through that part of Lot 2, Block 1, HOME DEPOT GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 2; thence North 89 degrees 55 minutes 25 seconds East, assigned bearing, along the south line of said Lot 2, a distance of 61.90 feet; thence North 00 degrees 03 minutes 14 seconds East 33.00 feet; thence South 89 degrees 55 minutes 25 seconds West, parallel with the south line of said Lot 2, a distance of 56.32 feet to the west line of said Lot 2; thence South 09 degrees 38 minutes 43 seconds West, along said west line, 33.48 feet to the point of beginning.

APPLEBEES EASEMENT

A perpetual easement for infrastructure purposes over, under, across and through the south 25.00 feet of Lot 3, Block 1, HOME DEPOT GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota.

Lot 1, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT

A perpetual easement for infrastructure purposes over, under, across and through that part of Lot 1, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota, lying northerly and easterly of the following described line;

Commencing at the southwest corner of said Lot 1; thence North 89 degrees 48 minutes 29 seconds East, assigned bearing, along the south line of said Lot 1, a distance of 320.54 feet to a line parallel with and 11.00 feet westerly of the east line of said Lot 1 and the point of beginning of the line herein described; thence northerly 39.32 feet along said parallel line, a non-tangential curve, concave to the west, having a radius of 264.00 feet, a central angle of 08 degrees 32 minutes 04 seconds and a chord bearing of North 04 degrees 19 minutes 16 seconds East; thence North 00 degrees 03 minutes 14 seconds East, along said parallel line and tangent to last described curve, 86.88 feet to a line parallel with and 33 feet southerly of the north line of said Lot 1; thence South 89 degrees 55 minutes 25 seconds West, along last said parallel line, 293.14 feet to the west line of said Lot 1 and terminating thereat.

Lot 2, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT

A perpetual easement for infrastructure purposes over, under, across and through that part of Lot 2, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota, lying easterly of the following described line;

Commencing at the northwest corner of said Lot 2; thence North 89 degrees 48 minutes 29 seconds East, assigned bearing, along the north line of said Lot 2, a distance of 320.54 feet to a line parallel with and 11.00 feet westerly of the easterly line of said Lot 2 and the point of beginning of the line herein described; thence southwesterly 123.20 feet along said parallel line, a non-tangential curve, concave to the northwest, having a radius of 264.00 feet, a central angle of 26 degrees 44 minutes 19 seconds and a chord bearing of South 21 degrees 57 minutes 28 seconds West; thence South 35 degrees 19 minutes 37 seconds West, along said parallel line, tangent to last said curve, 84.45 feet; thence southerly 126.80 feet, along said parallel line, along a tangential curve, concave to the southeast, having a radius of 336.00 feet and a central angle of 21 degrees 37 minutes 18 seconds; thence South 13 degrees 42 minutes 19 seconds West, along said parallel line, 76.64 feet; thence southerly 26.31 feet, along said parallel line, along a tangential curve concave to the east, having a radius of 110.00 feet and a central angle of 13 degrees 42 minutes 19 seconds; thence South 00 degrees 19 minutes 36 seconds West, not tangent to last described curve, 65.94 feet to the southeast corner of said Lot 2 and terminating thereat.

Lot 3, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT

A perpetual easement for infrastructure purposes over, under, across and through that part of Lot 3, Block 1, HAWKINSON COMMERCIAL DEVELOPMENT, according to the recorded plat thereof on file and of record in the office of the County Recorder, Itasca County, Minnesota, lying westerly of the following described line:

Commencing at the northeast corner of said Lot 3; thence South 89 degrees 44 minutes 36 seconds West, assigned bearing, along the north line of said Lot 3, a distance of 253.58 feet to the point of beginning of the line herein described; thence Southerly 41.74 feet along a non-tangential curve, concave to the southeast, having a radius of 270.00 feet, a central angle of 08 degrees 51 minutes 23 seconds and a chord bearing of South 18 degrees 08 minutes 01 second West; thence South 13 degrees 42 minutes 19 seconds West, tangent to last described curve, 50.85 feet to the easterly line of the Drainage and Utility Easement as platted in said HAWKINSON COMMERCIAL DEVELOPMENT; thence Southerly 14.19 feet, along a non-tangential curve, along said easterly line of the Drainage and Utility Easements, concave to the east, having a radius of 275.00 feet, a central angle of 02 degrees 57 minutes 23 seconds and a chord bearing of South 01 degree 28 minutes 41 seconds West; thence South 00 degrees 00 minutes 00 seconds West, tangent to last described curve, along said easterly line of the Drainage and Utility easement, a distance of 60.36 feet; thence southeasterly 29.86 feet, along a tangential curve concave to the east, along said easterly line of the Drainage and Utility easement, having a radius of 36.00 feet and a central angle of 47 degrees 31 minutes 01 second to the south line of said Lot 3 and terminating thereat.

Outlot A, HAWKINSON COMMERCIAL DEVELOPMENT – Infrastructure Easement

A perpetual Infrastructure Easement over, under, across and through Outlot A, HAWKINSON COMMERCIAL DEVELOPMENT, according to the recorded plat thereof, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the Northwest corner of said Outlot A; thence North 89 degrees 55 minutes 25 seconds East, assigned bearing along the North line of said Outlot A, a distance of 71.00 feet, to the point of beginning of the line to be described; thence South 00 degrees 03 minutes 14 seconds West, a distance of 120.03 feet; thence Southwesterly 194.10 feet along a tangential curve, concave northwest, having a radius of 330.00 feet and a central angle of 33 degrees 42 minutes 00 seconds; thence South 35 degrees 15 minutes 03 seconds West, tangent to the last described curve, 93.51 feet; thence Southwesterly 60.15 feet along a tangential curve, concave southeast, having a radius of 270.00 feet and a central angle of 12 degrees 45 minutes 55 seconds to the north line of Lot 1, Block 1, of said HAWKINSON COMMERCIAL DEVELOPMENT and terminating thereat.

EXHIBIT B-2

Depiction of ROW Easement Areas – 6 pages



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (2011 ADJ)

HOME DEPOT GRAND RAPIDS

LOT 3

BLOCK 1

LOT 2

WEST LINE LOT 2, BLOCK 1
HOME DEPOT GRAND RAPIDS

SOUTH LINE LOT 2,
BLOCK 1 HOME DEPOT
GRAND RAPIDS

1,950 SQ. FT.

S 89°55'25" W

58.32

P.O.B.
SOUTHWEST CORNER
LOT 2, BLOCK 1
HOME DEPOT GRAND RAPIDS

S 09°38'43" W
33.48

N 00°03'14" E
33.00

N 89°55'25" E
61.90

LOT 1

DEVELOPMENT

COMMERCIAL

OUTLOT A

DRAINAGE AND UTILITY
EASEMENT PER PLAT OF
HAWKINSON COMMERCIAL
DEVELOPMENT

BLOCK 1

HAWKINSON

LOT 2

EASEMENT EXHIBIT

GRAND RAPIDS,
MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SEH Project RTDEV-178089
Drawn By CWJ
Designed By
Checked By DJB

Daniel J. Bemboom

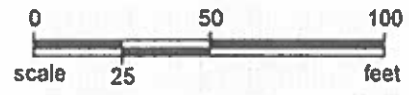
DANIEL J. BEMBOOM
DATE 01/30/2024

LICENSE NO. 46582



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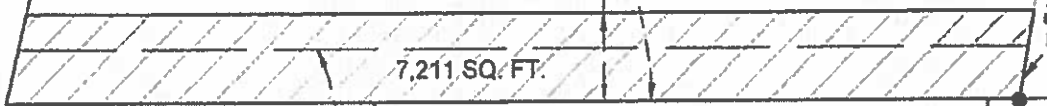
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (2011 ADJ)

HOME DEPOT GRAND RAPIDS

LOT 3
BLOCK 1

WEST LINE OF LOT 3, BLOCK 1, HOME DEPOT GRAND RAPIDS

EAST LINE OF LOT 3, BLOCK 1, HOME DEPOT GRAND RAPIDS



7,211 SQ. FT.

280.25

25.00

SOUTH LINE OF LOT 3 HOME DEPOT GRAND RAPIDS

EXISTING 15' WIDE DRAINAGE AND UTILITY EASEMENT PER PLAT OF HOME DEPOT GRAND RAPIDS

LOT 1

HAWKINSON COMMERCIAL DEVELOPMENT

BLOCK 1

DRAINAGE AND UTILITY EASEMENT PER PLAT OF HAWKINSON COMMERCIAL DEVELOPMENT

DRAINAGE AND UTILITY EASEMENT PER PLAT OF HAWKINSON COMMERCIAL DEVELOPMENT

U.S. HWY 169

LOT 2

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EASEMENT EXHIBIT

GRAND RAPIDS,
MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

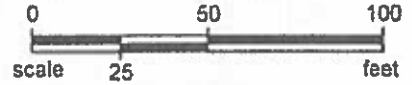


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Drawn By CWJ
Designed By
Checked By DJB

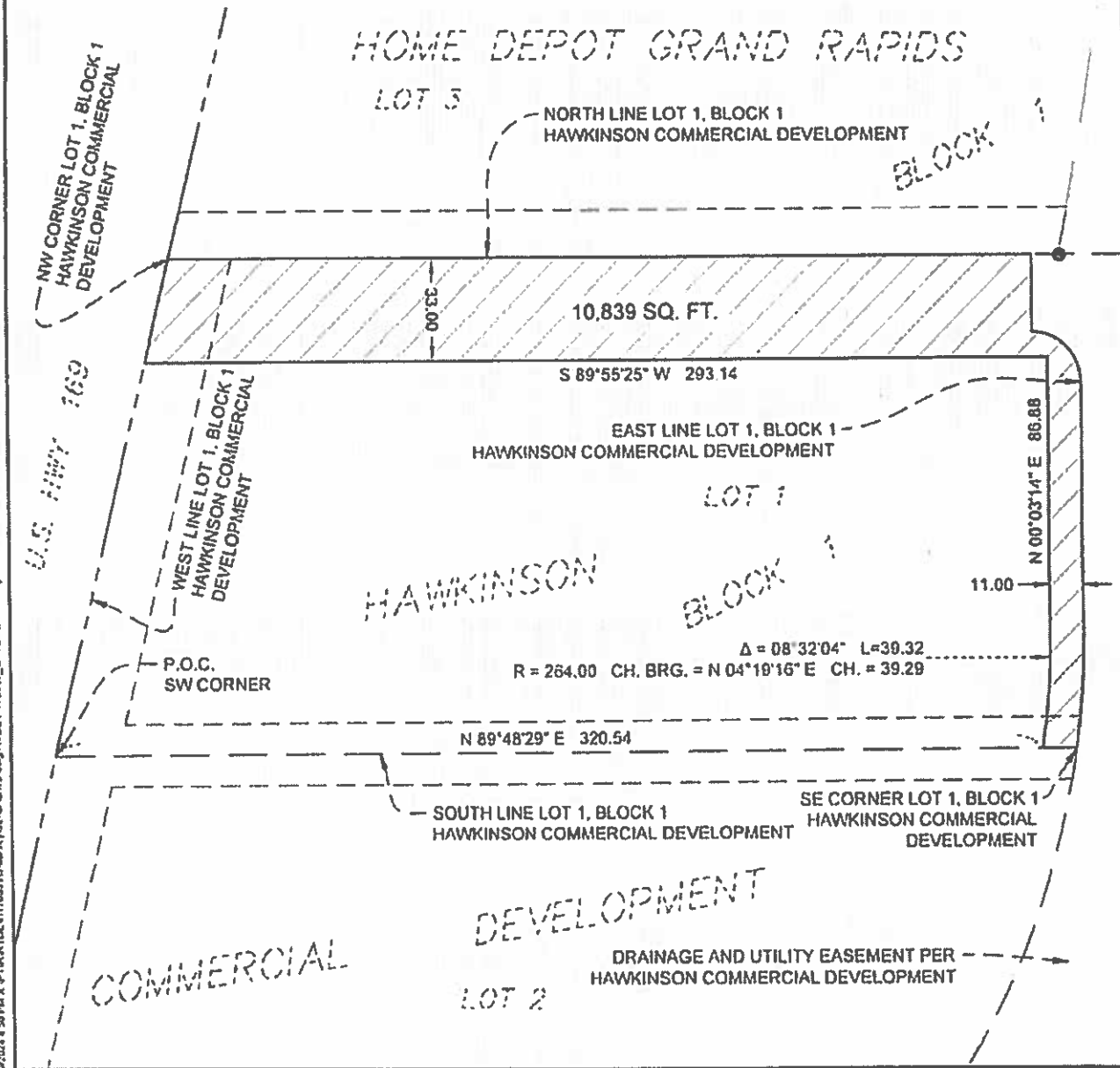
Daniel J. Bemboom
DANIEL J. BEMBOOM
DATE 01/30/2024

LICENSE NO. 46562

1
of 1



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (2011 ADJ)



EASEMENT EXHIBIT

GRAND RAPIDS,
MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SEH Project RTDEV-176089
 Drawn By CWJ
 Designed By
 Checked By DJB

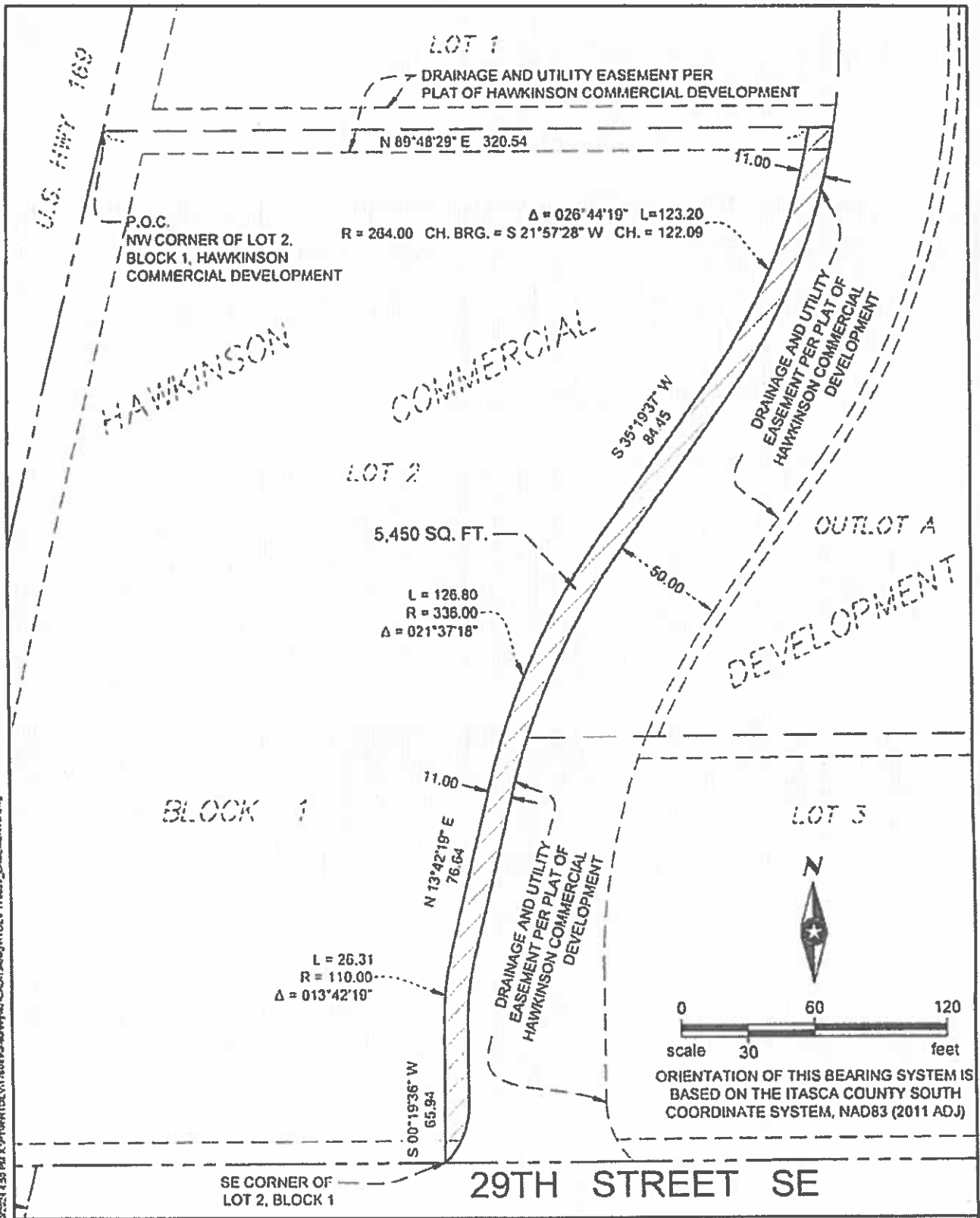
Daniel J. Bemboom
 DANIEL J. BEMBOOM
 DATE 01/30/2024

LICENSE NO. 46562



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EASEMENT EXHIBIT

**GRAND RAPIDS,
MINNESOTA**

SEH Project RTDEV-176089
 Drawn By CWJ
 Designed By
 Checked By DJB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel J. Bemboom
 DANIEL J. BEMBOOM
 DATE 01/30/2024

LICENSE NO. 46582





ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE ITASCA COUNTY SOUTH
COORDINATE SYSTEM, NAD83 (2011 ADJ)

LOT 2

HAWKINSON
COMMERCIAL

OUTLOT A

DRAINAGE AND UTILITY
EASEMENT PER PLAT OF
HAWKINSON COMMERCIAL
DEVELOPMENT

P.O.C.
NE CORNER OF LOT 3, BLOCK 1
HAWKINSON COMMERCIAL DEVELOPMENT

S 89°44'36" W 253.58

11,458 SQ. FT.

$\Delta = 08^{\circ}51'23"$ L = 41.74 R = 270.00
CH. BRG. = S 18°08'01" W CH. = 41.69

S 13°42'19" W
50.85

DEVELOPMENT

BLOCK 1

$\Delta = 02^{\circ}57'23"$ L = 14.19 R = 275.00
CH. BRG. = S 01°28'41" W CH. = 14.19

DRAINAGE AND UTILITY
EASEMENT PER PLAT OF
HAWKINSON COMMERCIAL
DEVELOPMENT

LOT 3

EASTERLY LINE OF DRAINAGE AND UTILITY
EASEMENT PER PLAT OF
HAWKINSON COMMERCIAL DEVELOPMENT

S 00°00'00" W
60.36

L = 29.86
R = 36.00
 $\Delta = 047^{\circ}31'01"$

SOUTH LINE LOT 3, BLOCK 1
HAWKINSON COMMERCIAL DEVELOPMENT

29TH STREET SE

EASEMENT EXHIBIT

GRAND RAPIDS,
MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.

SEH Project RTDEV-176080
Drawn By CWJ
Designed By
Checked By DJB

Daniel J. Bemboom
DANIEL J. BEMBOOM
DATE 01/30/2024

LICENSE NO. 46562



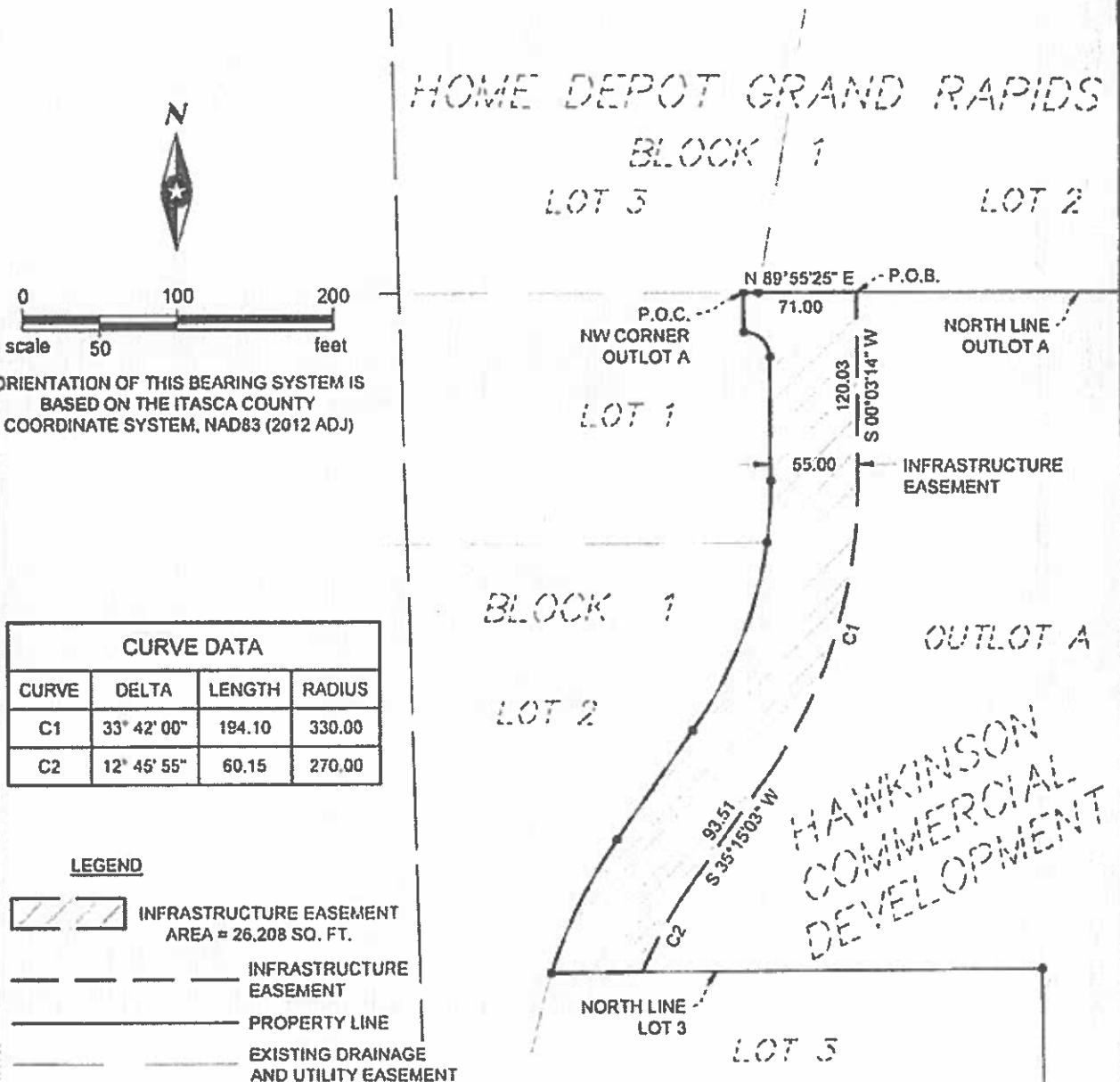
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DESCRIPTION OF PROPOSED INFRASTRUCTURE EASEMENT

A perpetual Infrastructure Easement over, under, across and through Outlot A, HAWKINSON COMMERCIAL DEVELOPMENT, according to the recorded plat thereof, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the Northwest corner of said Outlot A; thence North 89 degrees 55 minutes 25 seconds East, assigned bearing along the North line of said Outlot A, a distance of 71.00 feet, to the point of beginning of the line to be described; thence South 00 degrees 03 minutes 14 seconds West, a distance of 120.03 feet; thence Southwesterly 194.10 feet along a tangential curve, concave northwest, having a radius of 330.00 feet and a central angle of 33 degrees 42 minutes 00 seconds; thence South 35 degrees 15 minutes 03 seconds West, tangent to the last described curve, 93.51 feet; thence Southwesterly 60.15 feet along a tangential curve, concave southeast, having a radius of 270.00 feet and a central angle of 12 degrees 45 minutes 55 seconds to the north line of Lot 1. Block 1, of said HAWKINSON COMMERCIAL DEVELOPMENT and terminating thereat.



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY COORDINATE SYSTEM, NAD83 (2012 ADJ)

CURVE DATA			
CURVE	DELTA	LENGTH	RADIUS
C1	33° 42' 00"	194.10	330.00
C2	12° 45' 55"	60.15	270.00

- LEGEND**
- INFRASTRUCTURE EASEMENT AREA = 26,208 SQ. FT.
 - INFRASTRUCTURE EASEMENT
 - PROPERTY LINE
 - EXISTING DRAINAGE AND UTILITY EASEMENT

EASEMENT EXHIBIT

GRAND RAPIDS, MINNESOTA

SEH Project RTDEV 176089
 Drawn By LCS
 Designed By CWJ
 Checked By DJB

I HEREBY CERTIFY THAT THIS PLAN 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.

Daniel J. Bemboom
 DANIEL J. BEMBOOM
 DATE 03-07-24

LICENSE NO. 46562

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