

TURNAROUND EASEMENT AGREEMENT

Vista Prairie at Eagle Pointe, LLC a Minnesota Limited Liability Company (“**Grantor**”) and the **City of St. Francis**, a Minnesota municipal corporation (“**City**”) make this Access Easement Agreement (this “**Agreement**”) effective as of _____ (“**Effective Date**”).

RECITALS

- A. Grantor is the owner of the real property legally described on attached **Exhibit A** (“**Property**”).
- B. As part of Grantor’s development of the Property, the City requires access to the property for the Aztec Street stub to allow for City maintenance vehicles (plow trucks), and/or other city owned vehicles such as emergency vehicles, to turn around on the north end of Aztec Street NW in order to complete snow removal and/or other city related services in the area specified as herein below.
- C. Due to the development of the Property, the City requires a vehicle turnaround easement on the Property for city vehicles to have an unobstructed area to turn around.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties agree as follows:

1. **Turnaround Easement.** Subject to this Agreement’s terms, Grantor grants a perpetual, non-exclusive easement (“**Easement**”) for City public works vehicles engaged in snow plowing operations, and/or other city owned vehicles requiring access such as emergency vehicles, and their respective personnel to access, use, and occupy the area legally described on the attached **Exhibit B** (“**Turnaround Area**”). The City shall have the right to use the Turnaround Area in any way necessary to ensure city vehicles and their respective personnel can turn around or otherwise access or retreat from the abutting public road, including placing signage on the Turnaround Area, subject to the approval of the Grantor, not to be unreasonably withheld.

2. **Maintenance of Easement Area.** Grantor, its successors and assigns, will at its sole cost and expense maintain, repair and replace the Turnaround Area in a safe, orderly, and good condition, including, without limitation, mowing, debris removal, paving and/or patching, as

is reasonably necessary to ensure at all times open and continuous access by city vehicles and personnel to the Turnaround Area. Grantor will defend, indemnify and hold the City harmless from and against any and all claims, costs and damages arising out of, connected with or related to any work performed by or on behalf of Grantor on or in the Turnaround Area. All work done in connection with any maintenance, repair and replacement within the Turnaround Area will be performed in good and workmanlike manner and will comply with all applicable governmental regulations.

3. **Obstructions.** Grantor shall not obstruct or interfere with the free flow of city vehicles or personnel over or erect any fences or obstructions on the Turnaround Area. City shall have the right to remove any unauthorized obstructions, structures, or fences placed on or erected over, on through, across, in, or within the Turnaround Area.

4. **General Easement Provisions and Restrictions.** The easement in this Agreement shall be an appurtenant, perpetual easement that runs with the land and shall bind upon the Grantor, its heirs, representatives, successors and assigns, and all subsequent owners and encumbrancers of the Property. The easements created in this Agreement shall not create any rights in or for the benefit of the general public and shall not affect any real estate located outside of the Property.

5. **Amendment.** This Agreement may only be amended, changed or terminated by a written agreement signed by all parties.

6. **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application of them to any person, by judgment or court order, will in no way affect any of the other provisions of this Agreement or the application to any other person, and the same will remain in full force and effect.

7. **Waiver.** The City's failure to enforce any covenant or condition of this Agreement will not be deemed to be a waiver of the City's right to do so after that.

8. **Time of Essence.** Time is of the essence of this Agreement.

9. **Binding Effect.** This Agreement will bind upon and inure to the benefit of the parties and their respective heirs, successors, assigns and representatives.

10. **Grantor's Covenants.** Grantor covenants to the City as follows: (a) Grantor holds title to the Property in fee simple title, free and clear of all liens or encumbrances except as disclosed to the City; (b) Grantor has full and good lawful authority to enter into this Agreement for the purposes stated in this Agreement; and (c) Grantor covenants to warrant and defend the Turnaround Area against claims of all persons whomsoever.

11. **Real Estate Taxes.** Grantor remains responsible for any and all real estate taxes and assessments for the Property.

12. **Counterpart Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The undersigned have executed this Agreement as of the Effective Date.

VISTA PRAIRIE AT EAGLE POINTE, LLC
A Minnesota Limited Liability Company

BY: _____
James E. Bettendorf
ITS: President and Chief Executive Officer

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by James E. Bettendorf the President and Chief Executive Officer of Vista Prairie at Eagle Pointe, LLC, a Minnesota Limited Liability Company, on behalf of the company.

NOTARY PUBLIC

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the day and year above first written.

CITY OF ST. FRANCIS

BY: _____
Joseph Muehlbauer
ITS: Mayor

(SEAL)

BY: _____
Jennifer Wida
ITS: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Joseph Muehlbauer and by Jennifer Wida, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

This instrument drafted by:
Barna, Guzy & Steffen (DRS)
200 Coon Rapids Blvd. Suite 400
Coon Rapids, MN
55433

EXHIBIT A

(Legal Description of Property)

EXHIBIT B

(City Vehicle Turnaround Area)