

City of Stillwater
Washington County, Minnesota

ORDINANCE NO. 1236

**AN ORDINANCE DECLARING LAND ANNEXED TO THE CITY OF STILLWATER,
MINNESOTA PURSUANT TO MINNESOTA STATUTES § 414.033 SUBDIVISION 2(3),
PERMITTING ANNEXATION BY ORDINANCE**

WHEREAS, the City of Stillwater, Minnesota (the "City") received a petition for annexation from Anderson Holdings, Inc., a Minnesota corporation, the sole owner of the parcel legally described on Exhibit A and depicted on Exhibit B (the "Anderson Parcel"), attached hereto and incorporated herein, to be annexed to the City; and

WHEREAS, the Anderson Parcel consists of a total of 22.9 acres and is located at the southern boundary of the corporate limits of the City, as depicted on Exhibit C, attached hereto and incorporated herein; and

WHEREAS, the City Council finds the Anderson Parcel is about to become urban or suburban in character because it abuts the City limits; is less than 120 acres; and is not presently served by public sewer facilities or public sewer facilities are not otherwise available, so it is eligible to be annexed to the City in accordance with Minnesota Statutes § 414.033, Subd. 2 (3); and

WHEREAS, none of the Anderson Parcel is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325; and

WHEREAS, the Anderson Parcel is not located within a designated floodplain or shoreland area; and

WHEREAS, the Anderson Parcel is currently vacant, and annexation is requested to facilitate the extension of the City's services for development of the Anderson Parcel; and

WHEREAS, pursuant to Minnesota Statutes § 414.033, Subd. 2b, the City Council held a public hearing on May 20, 2025, following thirty (30) days written notice by certified mail to the Town of Stillwater (the "Township"), and to all landowners within and contiguous to Anderson Parcel, as evidenced by the affidavit of mailing, attached as Exhibit D, attached hereto and incorporated herein; and

WHEREAS, pursuant to Minnesota Statutes § 414.036, there are no special assessments or debt incurred by the Township on the Anderson Parcel for which reimbursement is required; and

WHEREAS, electric utility service is not provided to the Anderson Parcel, so there will be no change in the electric utility service provider resulting from the annexation of the territory to the municipality, and the notice provision of Minnesota Statutes § 414.033, Subd. 13 is not applicable.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STILLWATER DOES ORDAIN
AS FOLLOWS:**

SECTION 1 RECITALS INCORPORATED. The above recitals are incorporated herein as if restated in full.

SECTION 2 PROPERTY ANNEXED. The City Council hereby declares that the Anderson Parcel, legally described on Exhibit A and depicted on Exhibit B, is annexed to the City. The corporate limits of the City of Stillwater, Minnesota, are hereby extended to include the Anderson Parcel.

SECTION 3 PROPERTY TAXES. As provided by Minnesota Statutes § 414.036 with respect to property taxes payable on the area to be annexed, the City will make cash payments to the Township as follows:

- a. If the first half of 2025 taxes are paid to the City, the City will pay a total of \$9,984.00.
- b. If the first half of 2025 taxes are paid to the Township, the City will pay a total of \$4,992.00.

SECTION 4 ZONING CLASSIFICATION. The Anderson Parcel shall be designated as a zoning classification as Highway Mixed Use.

SECTION 5 ORDINANCE FILED. The City Clerk of the City is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Washington County Auditor, and the Stillwater Township Clerk.

SECTION 6 SUMMARY PUBLICATION.

Pursuant to Minnesota Statutes §412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The City of Stillwater annexed approximately 22.9 acres which is located in Stillwater Township, Washington County, MN, south of Highway 36, near Manning Avenue with a PID of 0602920210001, pursuant to Minn. Stat. §414.033, subd. 2(3), for Highway Mixed Use development.

SECTION 7 EFFECTIVE DATE. This Ordinance shall become effective on the date it is approved by the Chief Administrative Law Judge at the Office of Administrative Hearings.

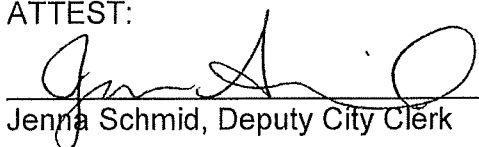
Approved this 20th day of May, 2025.

CITY OF STILLWATER



Ted Kozlowski, Mayor

ATTEST:



Jenna Schmid, Deputy City Clerk

EXHIBIT A
Anderson Parcel Legal Description

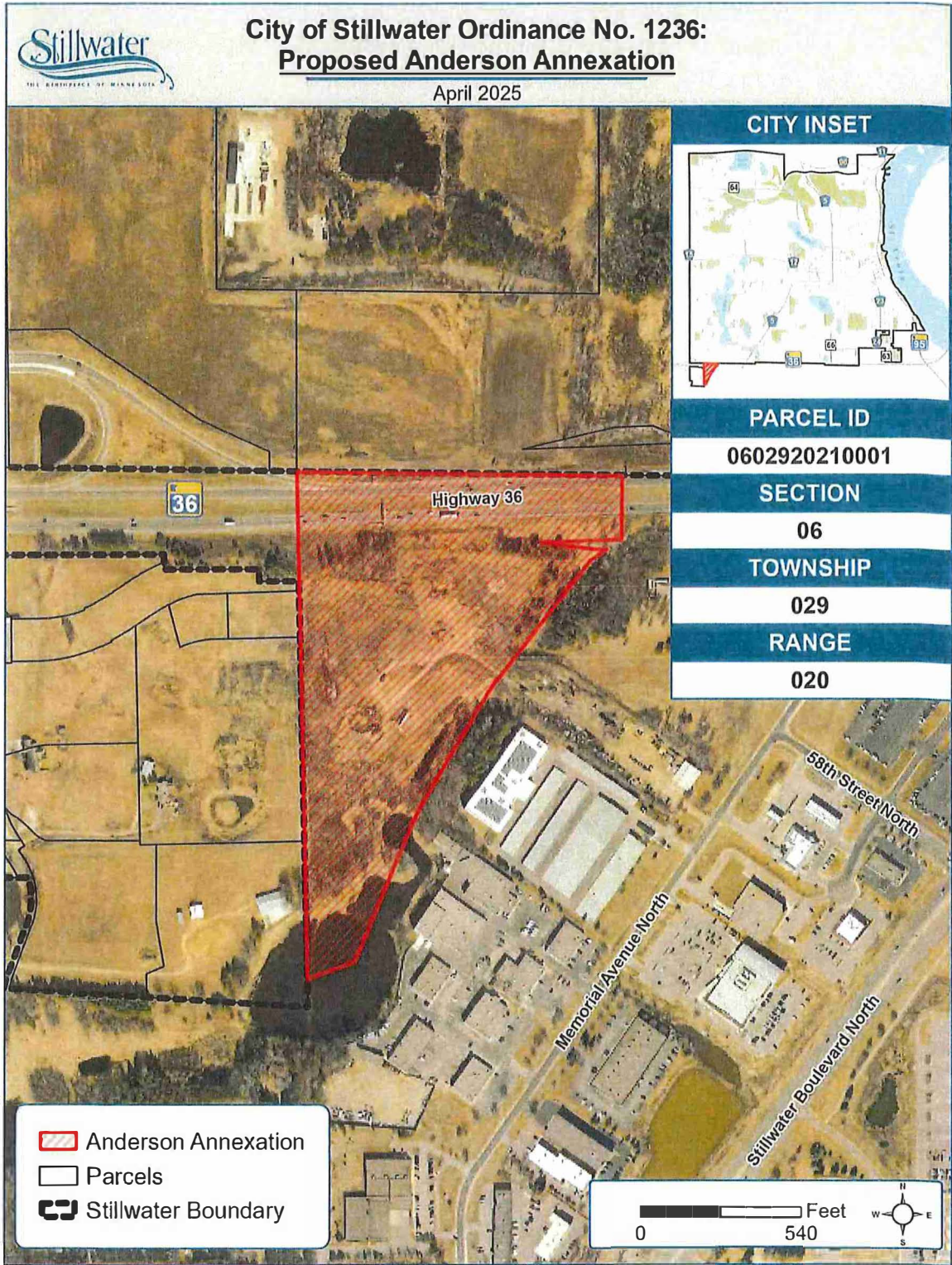
Real property located in the County of Washington, State of Minnesota legally described as follows:

That part of the East Half of the Northwest Quarter (E 1/2 of NW 1/4) of Section Six (6), in Township Twenty-nine (29) North, Range Twenty (20) West, Washington County, Minnesota, lying Westerly and Northerly of Kern Center and Kern Center 2nd Addition, according to the plats of record and on file in the office of the County Recorder, Washington County, Minnesota.

Together with the benefits contained in Easement Agreement dated April 28, 2017, filed May 3, 2017 as Document No. 4110545.

PID: 0602920210001

EXHIBIT B
Anderson Parcel Depiction



City of Stillwater Corporate Boundary Map

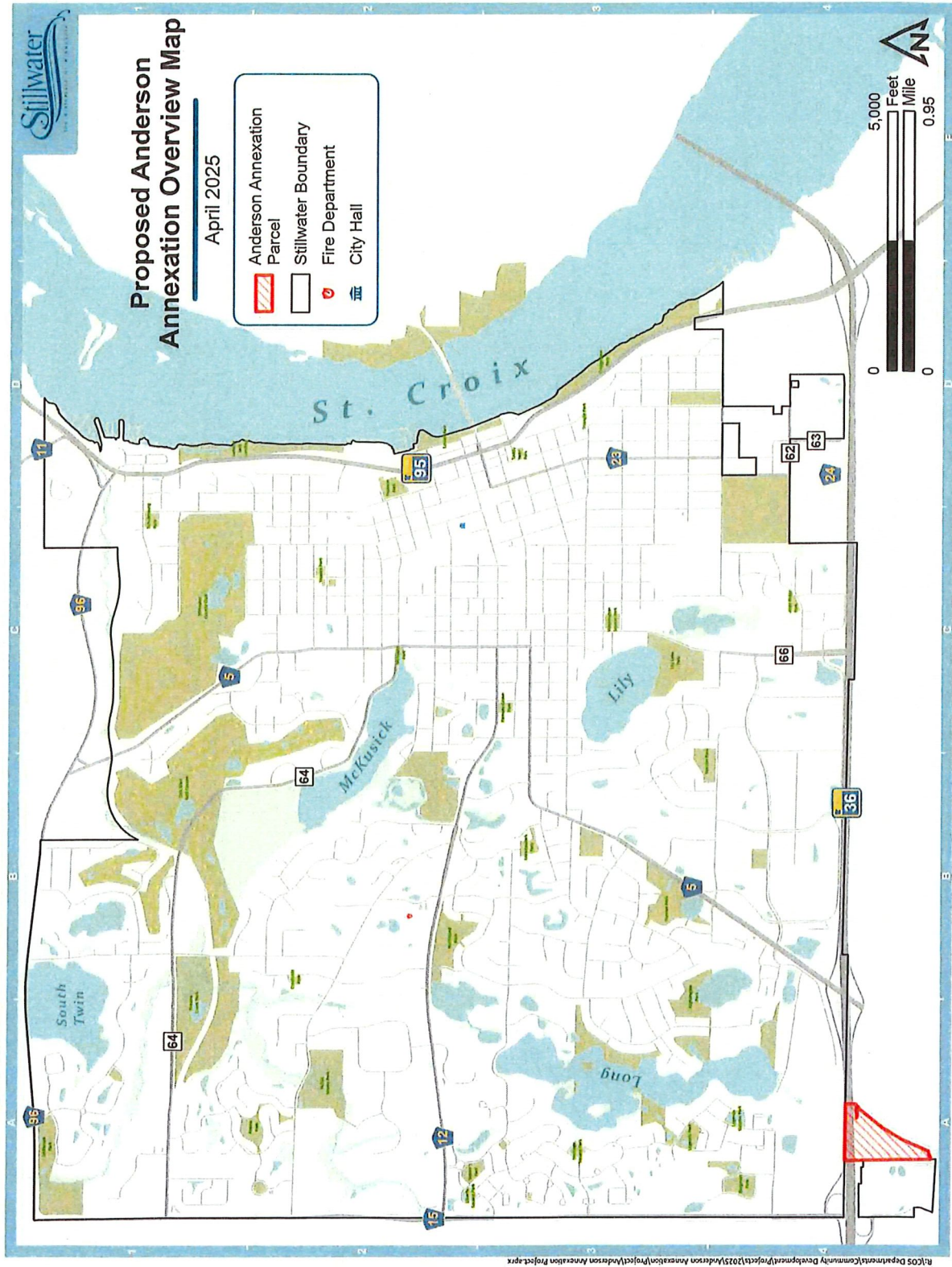


EXHIBIT D
Affidavit of Mailing



STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON)

CITY OF STILLWATER

PLANNING DEPARTMENT

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

I, Angela Ross, duly sworn upon oath, state that on the 10th day of April, 2025, I served the enclosed Notice, attached as Exhibit A, by enclosing a true and correct copy thereof in an envelope, addressed to those property owners set forth on the attached Exhibit B, which is a list of the last known address of each property owner, by depositing the same, with Certified postage prepared, in the United States mail sent via Certified Mail at Stillwater Minnesota.



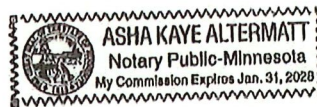
Mailed by:

Subscribed and sworn to before me this

10th Day of April 2025



Notary Public



CITY HALL: 216 NORTH FOURTH STREET • STILLWATER, MINNESOTA 55082
PHONE: 651-430-8800 • WEBSITE: www.stillwatermn.gov

EXHIBIT D
(CONT.)

Exhibit A



**CITY OF STILLWATER
NOTICE OF PUBLIC HEARING**

«Owner_Name»
OR CURRENT OWNER
«Owner_Address»
«City_State_ZIP»

A public hearing was held on April 1, 2025 for annexation of this parcel, however, due to an issue with the public hearing notice, the City Council is holding a new public hearing. Nothing has changed from the original annexation notice.

The City Council of the City of Stillwater will consider the following case on Tuesday, May 20, 2025 at 7:00 p.m.

The public may participate in public hearings by attending the meeting in person at City Hall, 216 4th St N, Stillwater, MN 55082. All in attendance will be given an opportunity to be heard.

Members of the public may also monitor the meeting by viewing it on the City's website at <https://www.stillwatermn.gov/city-government/meeting-agendas-minutes-and-material/meeting-videos> or on local TV Channel 16.

Case No.	CD 2025-004
Specific Request	Consideration of an Annexation Petition.
Property Location	PID: 030292021000 (see map on back)
Brief Description	The Applicant is requesting consideration of an Annexation Petition for land located in Stillwater Township.
Applicant	Anderson Holdings, Inc. (property owners)

Notification of public hearings is given to property owners adjacent to the subject property. Please be advised that:

- Materials are available to view at <https://www.stillwatermn.gov/city-government/public-hearings-proposed-ordinances>
- Any written comments received prior to the hearing will be reviewed and addressed by staff in the staff report and submitted into the official public record for the Commission's consideration of the application.

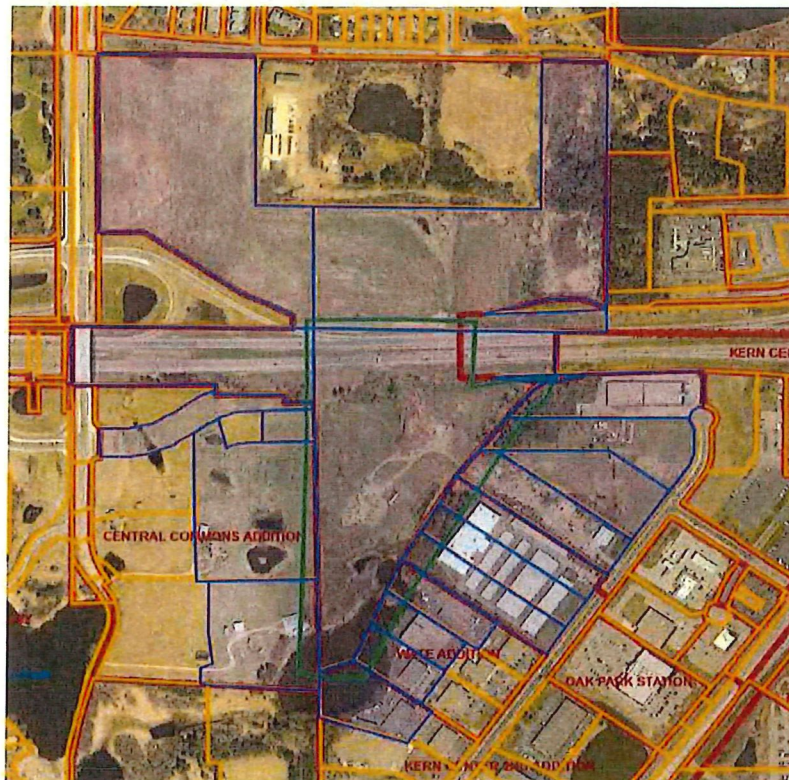
Community Development Staff is available to answer any questions you may have. Any questions or comments on the above application can be directed to the Planning Department (651) 430-8820 or PlanningDept@stillwatermn.gov

Please include the address, applicant name, or the case number with all correspondence.

EXHIBIT D (CONT.)

Exhibit B

Owner Name	Owner Address	City State ZIP
TUCKNER ROGER L & BRUCE M	5920 MEMORIAL AVE N	STILLWATER MN 55082
TUCKNER ROGER L & BRUCE M	5920 MEMORIAL AVE N	STILLWATER MN 55082
ANDERSON HOLDINGS INC	720 NORFLEX DR	HUDSON WI 54016-7671
WASHINGTON COUNTY	14949 62ND ST N	STILLWATER MN 55082
J A HOLDINGS LLC	1625 WIDGEON CIR	CENTERVILLE MN 55038
SECURE MINI STORAGE LMTD PAR & DEPT PT MN 25560	PO BOX 25025	GLENDALE CA 91221
SECURE MINI STORAGE LMTD PAR & DEPT PT MN 25560	PO BOX 25025	GLENDALE CA 91221
SECURE MINI STORAGE LMTD PAR & DEPT PT MN 25560	PO BOX 25025	GLENDALE CA 91221
STATE OF MN-DOT	395 JOHN IRELAND BLVD	ST PAUL MN 55155
STATE OF MN-DOT	395 JOHN IRELAND BLVD	ST PAUL MN 55155
CENTRAL COMMONS LLC	6770 STILLWATER BLVD # 110	STILLWATER MN 55082
CENTRAL COMMONS LLC	6770 STILLWATER BLVD # 110	STILLWATER MN 55082
CENTRAL COMMONS LLC	6770 STILLWATER BLVD # 110	STILLWATER MN 55082
CENTRAL COMMONS LLC	6770 STILLWATER BLVD # 110	STILLWATER MN 55082
CENTRAL COMMONS LLC	6770 STILLWATER BLVD # 110	STILLWATER MN 55082
W A T E ENTERPRISES INC	11255 50TH ST N	LAKE ELMO MN 55042
WINN LLC	11255 50TH ST N	LAKE ELMO MN 55042
W A T E ENTERPRISES INC	11255 50TH ST N	LAKE ELMO MN 55042
W A T E ENTERPRISES INC	5670 MEMORIAL AVE N	STILLWATER MN 55082
LAKEVIEW MEMORIAL HOSPITAL ASSOC INC	PO BOX 16115	ST LOUIS PARK MN 55416
LAKEVIEW MEMORIAL HOSPITAL ASSOC INC	PO BOX 16115	ST LOUIS PARK MN 55416
Stillwater Township	13636 90th St N	Stillwater Township MN 55082



BRUCE A. FOIZ & ASSOCIATES
LAND SURVEYING
STILLWATER, MINNESOTA

KERN CENTER

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That Violet E. Kern, an unmarried widow, and Stillwater Motor Company, a Minnesota Corporation, the owners of the following described property situated in Washington County, Minnesota:

That part of the Northeast Quarter of the Northeast Quarter, that part of the West half of the Northeast Quarter and that part of the East half of the Northeast Quarter all in Section 6, Township 23 North, Range 20 West, Washington County, Minnesota described as follows:

Beginning at the northeast corner of said East half of the Northeast Quarter; thence South 88 degrees 54 minutes 46 seconds West, assumed bearing, along the north line of said East half of the Northeast Quarter a distance of 226.44 feet; thence South 00 degrees 05 minutes 14 seconds East 210.67 feet; thence South 55 degrees 00 minutes 00 seconds West 125.70 feet; thence South 55 degrees 00 minutes 00 seconds East 125.70 feet; thence South 55 degrees 00 minutes 00 seconds West 125.70 feet; thence South 55 degrees 00 minutes 00 seconds East 125.70 feet to the center line of Stillwater Boulevard (a.k.a. Trunk Highway 5) as presently monumented and traveled; thence North 54 degrees 17 minutes 12 seconds East along said center line 2086.51 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence South 88 degrees 54 minutes 46 seconds West along said north line 1424.33 feet to the point of beginning.

Have caused the same to be surveyed, plotted and known as KERN CENTER and do hereby dedicate and donate to the public for public use and the same to be known as the boulevard and the access control and also dedicate the easements as shown on this plat for drainage and/or utility purposes only.

In witness whereof said Violet E. Kern, an unmarried widow, has hereunto set her hand this 27 day of November, 1989.

By Violet E. Kern
Violet E. Kern

STATE OF MINNESOTA
COUNTY OF Washington
by Violet E. Kern

The foregoing instrument was acknowledged before me this 27th day of November, 1989.

Notary Public, Washington County, Minnesota
My commission expires August 13, 1994

In witness whereof said Stillwater Motor Company, a Minnesota Corporation, has caused these presents to be signed and sealed by its proper officer this 4th day of December, 1989.

STILLWATER MOTOR COMPANY

By A. F. Radtke, Jr., Its President
A. F. Radtke, Jr.

STATE OF MINNESOTA
COUNTY OF Washington
by A. F. Radtke, Jr., President of Stillwater Motor Company, a Minnesota Corporation.

The foregoing instrument was acknowledged before me this 4th day of December, 1989.

Notary Public, Washington County, Minnesota
My commission expires August 13, 1994

SURVEYORS CERTIFICATE

I, Bruce A. Foiz, hereby certify that I have surveyed and plotted the property described in the dedication of this plat as KERN CENTER; that the survey and plot are correct and that the distances are correctly shown in feet and hundredths of a foot on the plat; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat and that there are no wetlands, easements or public highways to be designated on said plat other than as shown thereon.

By Bruce A. Foiz
Bruce A. Foiz

Bruce A. Foiz - Minnesota Registered Land Surveyor - Registration No. 3232
STATE OF MINNESOTA
COUNTY OF Washington
me, a Notary Public, this 4th day of December, 1989.

Notary Public, Washington County, Minnesota
My Commission Expires October 14, 1993

The foregoing certificate, by Bruce A. Foiz, Registered Land Surveyor, was acknowledged before me, a Notary Public, this 4th day of December, 1989.

Notary Public, Washington County, Minnesota
My Commission Expires October 14, 1993

COUNTY SURVEYOR

Pursuant to Chapter 803, Laws of Minnesota, 1971, this plat has been approved this 12th day of December, 1989.

By Lawrence S. Alvord
Lawrence S. Alvord
Washington County Surveyor

TOWN OF BAYTOWN

Approved by the Town Board of the Town of Baytown, Minnesota, this 7 day of December, 1989. The provisions of Minnesota Statutes, Section 505.01, Subd. 2 have been satisfied.

Signed William L. Mittle
William L. Mittle
Chairman

Attest William L. Mittle
William L. Mittle
Clerk

Reviewed by the Town of Baytown Planning Commission, this 7 day of December, 1989.

Signed William L. Mittle
William L. Mittle
Secretary

COUNTY BOARD

Assigned by the Board of County Commissioners, Washington County, Minnesota, this 19 day of December, 1989.

By David S. Sand
David S. Sand
Chairman, County Board

COUNTY AUDITOR

No delinquent taxes and transfer entered this 12th day of December, 1989.

By William L. Mittle
William L. Mittle
Washington County Auditor

COUNTY TREASURER

Current taxes due and payable for the year 1989 have been paid this 12th day of December, 1989.

By William L. Mittle
William L. Mittle
Washington County Treasurer

COUNTY RECORDER

Document Number 617512
I hereby certify that the instrument was filed in the office of the County Recorder for record on this 17th day of DECEMBER, 1989, at 1:17 o'clock P.M., and was recorded in Washington County Records.

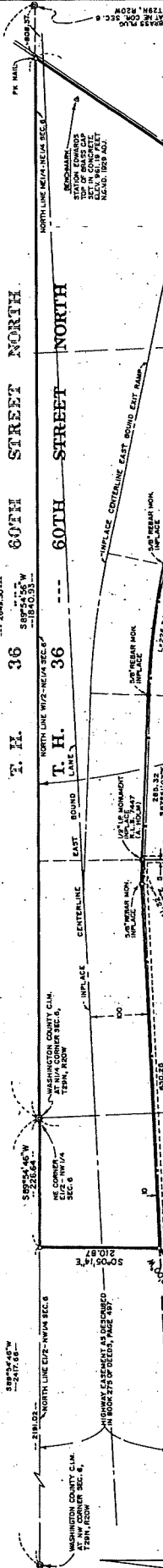
By William L. Mittle
William L. Mittle
Washington County Recorder

BRUCE A. FOLZ & ASSOCIATES
LAND SURVEYING
STILLWATER, MINNESOTA

KERN CENTER

T.H. 36 60TH STREET NORTH

T.H. 36 60TH STREET NORTH



SEC. 6

BLOCK 2

BLOCK 3

BLOCK 4

173,703 Sq. Ft.

183,695 Sq. Ft.

162,395 Sq. Ft.

165,074 Sq. Ft.

705,438 Sq. Ft.

327,060 Sq. Ft.

MINIMUM BASEMENT FLOOR ELEVATION
FOR THE NORTH 200 FEET OF LOT 1
IS 401.11 FEET

LINE DESCRIBED IN BOOK 287
OF DEEDS, PAGE 288

LINE DESCRIBED IN BOOK 288
OF DEEDS, PAGE 288

LINE DESCRIBED IN BOOK 287
OF DEEDS, PAGE 288

DRainage AND UTILITY EASEMENT
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AND BEING 5 FEET IN WIDTH AND ADJOINING DEED AND
REAR LOT LANCE UNLESS OTHERWISE SHOWN.

0 DISTANCES ARE SHOWN FROM THE MONUMENT
SET AND MARKED WITH P.L. ASTIC OR
INScribed "P.L. 2022" UNLESS SHOWN
DISTANCES SHOWN TO FEET (10, 30, ETC.)
ARE EXACT EXTERIOR VALUES.

ORIENTATION OF THIS BEARING SYSTEM IS ASSUMED

— DENOTES ACCESS CONTROL (NO ACCESS)

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER WEST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

WASHINGTON COUNTY CL.M. AT
WITNESS CORNER EAST

SCALE IN FEET
0 100 200 300 400

SCALE IN METERS
0 30 60 90 120

LOT LINE

STREET

STREET

STREET

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STREET

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STREET

NE 1/4 - NW 1/4

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NE 1/4 - NW 1/4

COPY

KNOW ALL MEN BY THESE PRESENTS: That Violet E. Kern, an unmarried widow, fee owner of the following described property situated in Washington County, Minnesota:

Beginning at the southwest corner of said East Half of the Northwest Quarter; thence North 02 degrees 04 minutes 39 seconds West, assumed bearing, along the west line of said East Half of the Northwest Quarter, to the intersection of the center line of the North 30 degrees 00 minutes 00 seconds East 166.52 feet; thence North 22 degrees 00 minutes 00 seconds East, 335.77 feet; thence North 30 degrees 00 minutes 59 seconds East 481.27 feet to the most westerly corner of KERN CENTER, according to the plat on file in the office of the County Recorder, Washington County, Minnesota; thence South 55 degrees 42 minutes 48 seconds East, along the southerly line of said plat \$35.00 feet to the southeast corner of Lot 5, Block 1 of said KERN CENTER; thence South 55 degrees 42 minutes 48 seconds West, along said southerly line 87.76 feet; thence South 55 degrees 42 minutes 48 seconds East, along the most northerly corner of said plat and the center line of Stillwater Boulevard (a.k.a. Trunk Highway 5) as presently shown on the plat of the Northwest Quarter, within about 86 degrees West, along said center line 1115.36 feet to the south east corner of said East Half of the Northwest Quarter; thence South 12 degrees 45 minutes 42 seconds West, along said south line 1265.45 feet to the point of beginning.

has caused the same to be surveyed, platted and known as KERN CENTER AND ADDITION and do hereby dedicate and donate to the public for public use forever the street, the avenue and the boulevard and also dedicate the easements as shown on this plat for drainage and/or utility purposes only.

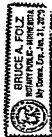
Witnesses whereof said Violet E. Kern, an unmarried widow, fee owner, has hereunto set her hand this 20th day of December, 1994.

Violet E. Kern
Violet E. Kern

STATE OF MINNESOTA)
COUNTY OF WASHINGTON)
The foregoing instrument was acknowledged before me this 28th day of November, 1994
by Violet H. Kern.

My commission expires JANUARY 31, 2000

My commission expires January 31, 2000

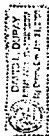


BRUCE A. FOIS, hereby certifies that I have surveyed and platted the property described on this plat as KERN CENTER 2ND ADDITION; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot on the plat; that all monuments have been correctly placed in the ground as shown or will be correctly placed in the ground as designated; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands, as defined in Minnesota Statutes, Section 05.02, Subd. 1, or public highways to be designated on said plat other than as shown.

Burns & Felt
Bruce A. Felt - Minnesota Registered Land Surveyor - Registration No. 9232

STATE OF MINNESOTA)
COUNTY OF WASHINGTON) The foregoing certificate, by Bruce A. Folz, Registered Land Surveyor, was acknowledged before me, a
County Public, this 23rd day of NOVEMBER, 1994.

My commission expires January 31, 2000



In accordance with Chapter 220, Laws of Minnesota, 1971, this plat has been approved this 7th day of December, 1994.

By _____
K. Lawrence N. Tschick
Washington County Surveyor

By Laurence M. Thebeek

BRUCE A. FOLZ & ASSOCIATES
LAND SURVEYING
STILLWATER, MINNESOTA

Approved by the Town Board of the Town of Baytown, Minnesota, this 5th day of December, 1994. The provisions of Minnesota Statutes, Section 505.03, Subd. 2 have been satisfied.

Signed William E. Hedberg Attest Patricia Hedberg
Chairman Clerk

Reviewed by the Town of Baytown Planning Commission, this 5th day of December, 1994.
Signed Dominick Trosenda Signed Arthur L. McDevie
Chairman Secretary

Approved by the Board of County Commissioners, Washington County, Minnesota, this 13th day of December, 1994.

by Gregory A. Hagen
Chairman, County Board

COUNTY AUDITOR/TREASURER

There are no delinquent taxes, the current taxes due and payable for the year 1984 have been paid, and transfer entered this 7th day of December, 1984.

By Richard Stuyard
Washington County Auditor/Treasurer

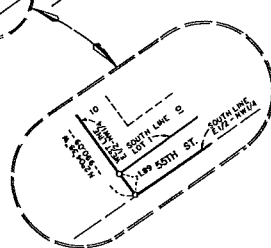
By Shirley J. N. Old
Deputy

Document Number 825918
hereby certify this instrument was filed in the office of the County Recorder for record on this 13th day of December, 1994, at 1:00 o'clock P.M., and was recorded in Washington County Records.

By _____
Washington County Recorder

By _____
Deputy

COPY

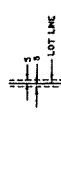


○ DENOTES 1/2 INCH IRON PIPE MONUMENT SET OR TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT AND MARKED WITH A PLASTIC CAP INSCRIBED "R.L.S. 9232", UNLESS SHOWN OTHERWISE.

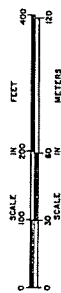
DISTANCES SHOWN TO FEET (10, 30, ETC.)
ARE EXACT EXTERNSIC VALUES.

BEARINGS ARE ORIENTED TO THE RECORDED
PLAT OF KERN CENTER

ELEVATIONS ARE M.G.V.D. MEAN SEA-LEVEL, 1929 ADJUSTMENT



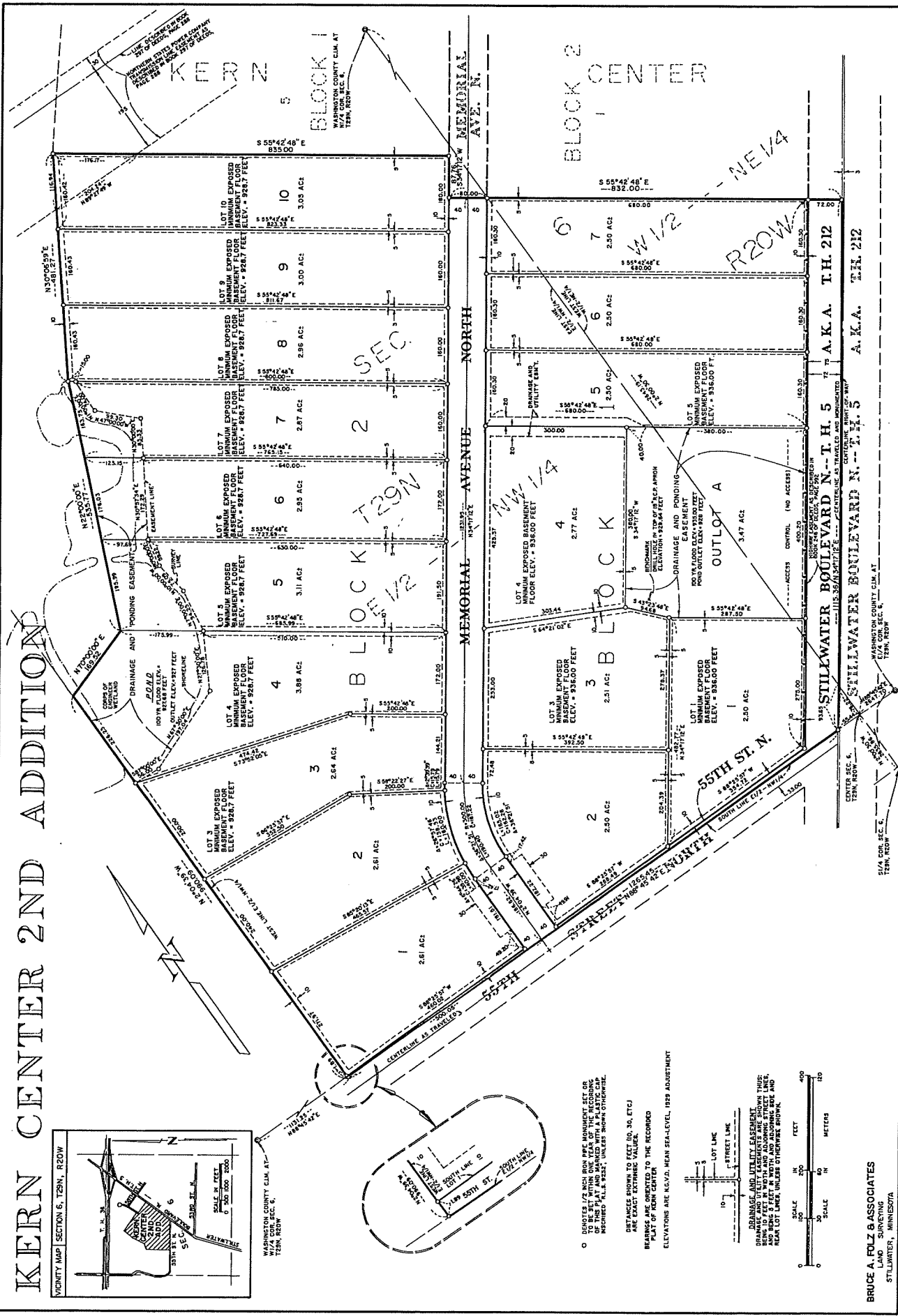
DRAINAGE AND UTILITY EASEMENT
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES,
AND BEING 8 FEET IN WIDTH AND ADJOINING SOI AND
NEAR LOT LINES, UNLESS OTHERWISE SHOWN.



BRUCE A. FOLZ & ASSOCIATES
LAND SURVEYING
STILLWATER, MINNESOTA

KERN CENTER 2ND ADDITION

SHEET 2 OF 2 SHEETS



Receipt:# 359793

AGR \$46.00

Return to:
E - SIMPLIFILE
4844 North 300 West
Suite 202

Provo UT 84604

4110545



Certified Filed and/or recorded on:

5/3/2017 8:59 AM

4110545

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is dated effective as of April 28, 2017, by and between J A HOLDINGS, LLC, a Minnesota limited liability company ("**J A Holdings**") and PREMIER BANK, a Minnesota corporation ("**Premier**").

RECITALS:

- A. J A Holdings is the owner of the Burdened Parcel (as hereinafter defined), which is located in the City of Oak Park Heights, County of Washington, State of Minnesota.
- B. Premier is the owner of the Benefitted Parcel (as hereinafter defined), which is also located in the City of Oak Park Heights, County of Washington, State of Minnesota.
- C. Grantor and Grantee desire to create permanent non-exclusive easements for access and utility purposes upon, over and across the Burdened Parcel for the benefit of the Benefitted Parcel as provided in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the foregoing Recitals and for other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. **Definitions.** For the purposes hereof:
 - (a) The term "**Burdened Parcel**" shall mean that certain property legally described on Exhibit A attached hereto and incorporated herein by reference.
 - (b) The term "**Benefitted Parcel**" shall mean that certain property legally described on Exhibit B attached hereto and incorporated herein by reference.
 - (c) The term "**Grantor**" shall mean J A Holdings and any subsequent owner of the Burdened Parcel.

- (d) The term "**Grantee**" shall mean Premier and any subsequent owner of the Benefitted Parcel.
- (e) The term "**Owner**" or "**Owners**" shall mean Grantor and Grantee and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of any Parcel, whether by sale, assignment, inheritance, operation of law, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such real property. As of the date hereof, J A Holdings and Premier are Owners.
- (f) The term "**Parcel**" or "**Parcels**" shall mean each separately identified parcel of real property now constituting a part of the real property subject to this Easement; that is the Burdened Parcel and the Benefitted Parcel and any future subdivision thereof.
- (g) The term "**Permittees**" shall mean the tenants, residents or occupants of a Parcel and the respective employees, agents, contractors, customers, invitees and licensees of the Owner of such Parcel.
- (h) The term "**Easement Area**" shall mean that portion of the Burdened Parcel legally described on Exhibit C attached hereto and depicted on Exhibit C-1 attached hereto.

2. **Easements.**

- (a) **Access.** Grantor, for itself and its successors and assigns, as Owner of the Burdened Parcel, hereby unconditionally, irrevocably and absolutely establishes, grants, covenants, conveys and agrees that the Burdened Parcel, and all Owners and Permittees of the Burdened Parcel, shall be burdened by a non-exclusive, perpetual easement for access, ingress and egress over the Easement Area as now existing or hereafter constructed so as to provide for the passage of motor vehicles and pedestrians to and from all abutting streets or rights of way furnishing access to such Parcels, and that the Benefitted Parcel, and all Owners and Permittees of the Benefitted Parcel, shall be benefitted by the foregoing non-exclusive, perpetual easement, which is hereby imposed on the Burdened Parcel and all present and future Owners and Permittees of the Parcels. The free flow of pedestrian and vehicular traffic may be temporarily obstructed, but only to the extent and for the time reasonably necessary, for reasonable repair and maintenance; provided that any such obstruction or interference shall only be allowed if prior notice is given to the other Owners and if no unreasonable interference with the operation of the Parcels is created. The easements granted hereunder shall include reasonable ingress, egress and access over and within such portions of the Burdened Parcel as will be reasonably necessary for the construction and maintenance of the Easement Area.
- (b) **Utilities.** Grantor, for itself and its successors and assigns, as Owner of the Burdened Parcel, hereby unconditionally, irrevocably and absolutely establishes,

grants, covenants, conveys and agrees that the Burdened Parcel, and all Owners and Permittees of the Burdened Parcel, shall be burdened by a non-exclusive, perpetual easement for the operation, maintenance, repair, replacement, relocation and construction of any utility lines (including, without limitation, telephone or electrical conduit systems, fiber optic systems, communication lines, cable, electric, gas, water, sanitary sewer, storm sewer and other utility lines) to, over and across the Burdened Parcel as now existing or hereafter constructed, and that the Benefitted Parcel, and all Owners and Permittees of the Benefitted Parcel, shall be benefitted by the foregoing non-exclusive, perpetual easement, which is hereby imposed on the Burdened Parcel and all present and future Owners and Permittees of the Parcels. The easements granted hereunder shall include reasonable ingress, egress and access over and within such portions of the Burdened Parcel adjacent to the Easement Area as will be reasonably necessary for the construction and maintenance of the Easement Area.

3. **Duration.** This Agreement shall become effective as of the date hereof, and the easements which are the subject of this Agreement shall be perpetual.
4. **Maintenance of Easements.** Grantee shall be responsible for the day to day maintenance and repair of the Easement Area in its sole discretion; provided that Grantee shall have no obligation to maintain any improvements in the Easement Area. Such maintenance, repair and replacement may include, without limitation, removal of ice and snow, removal of trash and debris, landscaping and asphalt. Grantor shall have no obligation to construct or maintain any improvements in the Easement Area, or to pay any costs, expenses, or fees relating to the construction and maintenance of improvements in the Easement Area.
5. **Severability.** The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Agreement, or any part of the same, or the inapplicability thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Agreement, or the inapplicability of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.
6. **Limitation of Liability.** The liability of each Owner under this Agreement shall be limited to each Owner's respective parcel that is burdened or benefitted by this Agreement and no partner, officer, manager, shareholder, member or director of an Owner shall have any liability with respect to the covenants contained herein, provided that the Owners and their respective partners, agents, officers, directors, managers, shareholders, members, employees or tenants, shall not be liable to the other for damage to or loss, theft, robbery, pilferage or loss of the use of property, or for injury or death to persons caused by any persons entering the Easement Area.
7. **Separate Mortgages.** The Owners each shall have the right separately to grant mortgages or other security interests upon their separate estates, such estates being subject to and together with the easements and other covenants created herein.

8. **Authorized Persons.** The signatories to this Agreement represent that they are fully authorized to execute this Agreement on behalf of their respective entities.
9. **Governing Law.** The provisions hereof shall be governed in accordance with and construed under the laws of the State of Minnesota.
10. **Amendment.** This Agreement and any provision herein contained may be terminated, extended, modified or amended, only with the express written agreement of the parties hereto and which agreement shall be recorded in the appropriate land records of Washington County, Minnesota.
11. **Binding Effect.** The Burdened Parcel and the Benefitted Parcel are hereby both subjected to the provisions of this instrument, and such parcels shall hereafter be owned, occupied, leased, sold, mortgaged or otherwise transferred subject to and together with the covenants, easements and restrictions of this Agreement. The provisions of this Agreement shall run with and bind and benefit the land.
12. **Counterparts.** The parties hereto may execute separate counterparts of this Agreement and exchange original signature pages to create fully executed counterparts of this Agreement. For purposes of contract formation, a party's delivery of an original signature page to the other party shall constitute delivery of this Agreement.
13. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.
14. **Non-Merger.** Notwithstanding any law to the contrary, if at any time the two parcels are owned by the same person or entity, the reciprocal covenants, easements and restrictions provided herein shall not merge and/or terminate, but shall remain in full force and effect; and upon a subsequent conveyance, transfer or assignment of ownership of one or more of the parcels, the easements, restrictions, rights and obligations contained herein shall be fully enforceable by and against all subsequent owners and parties in interest.
15. **Public Dedication.** Nothing contained in this Agreement shall be deemed to be a dedication of the Easement Area or any other portion of the Burdened Parcel to the general public or for any public use or purpose whatsoever; provided, however, that in the event that any governmental authority requires, as a condition of approving the development of the Benefitted Parcel, (i) that control, maintenance, and/repair of the Easement Area be transferred to a governmental authority or (ii) that the Easement Area be included within a plat, the owner or owners of the Burdened Parcel and the holder of any mortgage encumbering the Burdened Parcel, shall execute such instruments as may be reasonably requested by the owner or owners of the Benefitted Parcel to effectuate such transfer or platting.
16. **Future Public Right of Way.** At such time as (i) Grantee receives evidence to demonstrate that a public right of way has been dedicated across the property lying Northeast of the Burdened Property and that portion of the Easement Area identified as

"Proposed Easement B" on Exhibit C-1 attached hereto which provides ingress and egress to the public from the Benefitted Parcel directly to Memorial Avenue North (or its successor) which is not less than fifty-two (52) feet wide and is otherwise in a manner reasonably acceptable to Grantee, and (ii) such public right of way is improved with a driveway or road which is reasonably acceptable to Grantee, then Grantor and Grantee agree to enter into an amendment to this Easement to terminate the portion of the Easement Area identified as "Proposed Easement A" on Exhibit C-1 attached hereto.

17. **Remedies.**

- (a) **Legal and Equitable Remedies.** In view of the purposes of this Agreement, the parties acknowledge that money damages in the event of a default in the performance of any provisions hereof may be inadequate, and accordingly either party shall have the right, in addition to any other remedies available, to apply for and receive from any court of competent jurisdiction, equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; (ii) specific performance to enforce performance of the terms hereof; or, (iii) reimbursement for costs incurred in securing any such relief, including reasonable attorneys' fees. However, such right of equitable relief and remedies provided above shall not be construed to be in lieu of the right to seek any other available remedy at law, or to seek money damages for a breach hereof. The parties hereby expressly agree that any equitable relief may be granted upon the posting of a minimal \$1,000 bond.
- (b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of the Owner of the Burdened Parcel or the Owner of the Benefitted Parcel to cure a breach of this Agreement within thirty (30) days following written notice thereof to the defaulting party, the non-defaulting party shall have the right to perform such obligation on behalf of the defaulting party and be reimbursed by the defaulting party upon demand for the reasonable costs thereof together with interest thereon at the rate of ten percent (10%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) material blockage or impairment of the easement rights, Grantee may immediately cure the same and be reimbursed by the Grantor upon demand for the reasonable cost thereof.
- (c) **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

[Signatures begin on the next page]

GRANTOR:

J A HOLDINGS, LLC

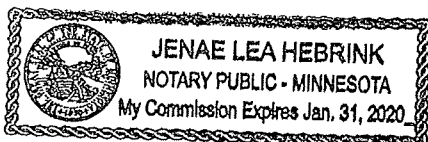
By: _____

Jason F. Anderson

Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25 day of April, 2017, by **Jason F. Anderson**, the President of **J A Holdings, LLC**, a Minnesota limited liability company, on behalf of said limited liability company.



Notary Public

GRANTEE:

PREMIER BANK

By:

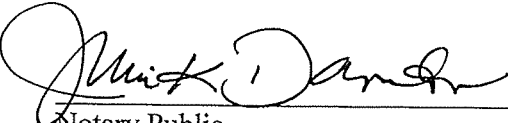
Brian L. Carnes

Its: Chief Credit Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 26th day of April, 2017, by **Brian L. Carnes** the Chief Credit Officer of **Premier Bank**, a Minnesota corporation, on behalf of said corporation.




Notary Public

This Instrument Drafted By:
Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402-1216
(612) 332-1030
Reference: PJS (177535-71457)

EXHIBIT A
BURDENED PARCEL

Lot 5, Block 1, Kern Center, Washington County, Minnesota.

Abstract Property

EXHIBIT B
BENEFITTED PARCEL

That part of the East Half of the Northwest Quarter (E 1/2 of NW 1/4) of Section Six (6), in Township Twenty-nine (29) North, Range Twenty (20) West, Washington County, Minnesota, lying Westerly and Northerly of Kern Center and Kern Center 2nd Addition, according to the plats of record and on file in the office of the County Recorder, Washington County, Minnesota.

Abstract Property.

The Benefitted Parcel is identified as Washington County PID No. 06.029.20.21.0001

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENTS

EASEMENT A DESCRIPTION

An easement over, under and across that part of Lot 5, Block 1, KERN CENTER, according to the recorded plat thereof, Washington County, Minnesota, described as beginning at the most westerly corner of said Lot 5; thence on an assumed bearing of North 38 degrees 49 minutes 01 second East, along the northwesterly line of said Lot 5, a distance of 51.09 feet; thence South 55 degrees 26 minutes 27 seconds East 697.12 feet; thence South 68 degrees 59 minutes 23 seconds East 45.86 feet; thence South 53 degrees 12 minutes 20 seconds East 90.16 feet to the southeasterly line of said Lot 5; thence South 35 degrees 06 minutes 13 seconds West, along said southeasterly line of Lot 5, a distance of 24.01 feet; thence North 53 degrees 12 minutes 20 seconds West 89.09 feet; thence South 81 degrees 53 minutes 11 seconds West 65.33 feet to the southwesterly line of said Lot 5; thence North 54 degrees 53 minutes 47 seconds West, along said southwesterly line of Lot 5, a distance of 698.34 feet to the point of beginning.

EASEMENT B DESCRIPTION

An easement over, under and across that part of Lot 5, Block 1, KERN CENTER, according to the recorded plat thereof, Washington County, Minnesota, lying northerly of a line described as commencing at the most westerly corner of said Lot 5; thence on an assumed bearing of North 38 degrees 49 minutes 01 second East, along the northwesterly line of said Lot 5, a distance of 91.55 feet to the point of beginning of the line to be described; thence South 89 degrees 41 minutes 40 seconds East 191.75 feet to the northeasterly line of said Lot 5 and said line there terminating.

EXHIBIT C-1
DEPICTION OF EASEMENTS

[illegible]

SUNDE
LAND SURVEYING

9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com