



For good and valuable consideration, Declarant establishes the following easement under the terms set out by this Declaration:

1. **Establishment of Ingress, Egress Easement.** Declarant creates a perpetual, non-exclusive ingress, egress, and access easement, appurtenant to and for the benefit of Tract A over, upon, through, and across that portion of Tract B legally described on the attached **Exhibit C-1** and as shown on the sketch drawing attached as **Exhibit C-2** (the "Easement Area").

2. **Easement's Purposes.** This easement is established on the Easement Area for the installation and maintenance of a driveway for ingress, egress and access for vehicular and pedestrian traffic on the Easement Area to and from the Frontage Road to Tract A, reasonably necessary for use and enjoyment by the owners of Tract A, and their heirs, successors and assigns, mortgagees, visitors, permittees and invitees, and for the benefit of Tract A.

3. **No barriers.** No fence, raised curbing, division, rail, hedge, wall, planting, material, structure or other obstruction of any type may be erected, permitted or maintained over, under, on, through, across, or within any part of the Easement Area which will in any manner materially interfere with the rights set forth in this Easement. The respective Tract owners shall have the right to remove any obstructions or structures not permitted by this Easement. Notwithstanding the foregoing, the owners of Tract B shall have the right to use the Easement Area for any lawful purpose, so long as such use does not materially interfere with the use or enjoyment of the Easement Area by the owners of Tract A.

4. **Maintenance.** The owners of Tracts A and B, and their respective successors and assigns, shall be equally responsible for the performance and cost of the installation, maintenance, repair, snow removal and other general upkeep of any shared driveway area constructed in the Easement Area. The respective owners of Tracts A and B shall be solely responsible for all work and costs of installation, construction, maintenance, repair, snow removal, and other upkeep of any future driveway or roadway located on their respective Tracts outside of the Easement Area and for any driveway areas located in the Easement Area that are not shared and only provide access to a particular Tract. The respective Tract owners will indemnify and hold each other harmless from and against all claims and damages arising out of any work performed by such owners, or their agents, licensees, or permittees, in the Easement Area. All construction, maintenance and repair work will be in good order, condition and repair, will comply with all applicable governmental regulations, and will be performed in such a manner so as to cause as little interference as possible with the continuing use of any existing driveway and the Easement Area for access, ingress and egress.

5. **General Easement Provisions and Restrictions.** Except as otherwise provided in this Declaration, the easements granted in this Declaration shall be perpetual easements that run with the land and shall be binding upon and benefit the Tracts and the owners of the Tracts, and their respective heirs, representatives, successors and assigns, and all subsequent owners and encumbrancers of the Tracts. The easements 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 Tracts. All easements in this Declaration shall be subject to this Declaration's covenants and restrictions.

6. **Recorded Easements.** The Tracts will be subject to any utility, drainage, or other easements or encumbrances of record as of this Declaration's effective date and any easements created pursuant to or in accord with this Declaration.

7. **Easements are Appurtenant.** The easements and rights created and granted by this Declaration shall be appurtenant to the Tracts, and neither the easements nor the rights created by this Declaration may be transferred, assigned or encumbered except as appurtenances to those Tracts. Any recorded easement benefitting or burdening any part of the Tracts will be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

8. **Amendment.** This Declaration and the easements it creates may only be amended, changed, or terminated by a written agreement signed by all of the owners of the Tracts.

9. **Default.** If a Tract owner fails to commence to perform any act this Declaration requires and to diligently complete the act, and if the failure continues for a period of five (5) days after receiving written notice from any other Tract owner (or longer period as may be reasonable under the circumstances if the failure cannot be cured within five (5) days and the Tract owner failing to perform commences to cure within the time period and diligently and continuously prosecutes the cure to completion), then the Tract owner failing to perform will be in default. Upon such default, the non-defaulting Tract owner may perform such act and the full amount of the costs and expenses, including reasonable attorneys' fees and costs, incurred will be immediately owing by the defaulting Tract owner to the non-defaulting Tract owner who performed the act and the non-defaulting Tract owner will be entitled to collect the amount due.

10. **Enforceability.** This Declaration's provisions are for the benefit of the Tract owners. No occupant or other person (except the Tract owners and their mortgagees) shall have any rights to enforce, or be deemed a beneficiary of, any of the provisions contained in this Declaration.

11. **Not A Public Dedication** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Tracts or the Easement Area to the general public for any public use or purpose whatsoever.

12. **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 the Agreement or the application to any other person, and the same will remain in full force and effect.

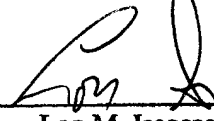
13. **Negation of Partnership or Joint Venture.** None of the terms or provisions of this Declaration shall be deemed to create the relationship of principal, agent, partnership or joint venture between or among the Tract owners.

This Amended and Restated Declaration of Ingress and Egress Easement shall replace the Original Declaration in its entirety.

*{Signature page to follow}*

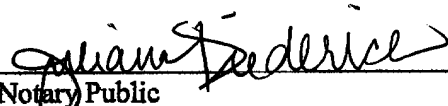
The Declarant has executed this Amended and Restated Declaration effective as of the day and year written above.

**AMERIBUILT PROPERTIES, LLC**

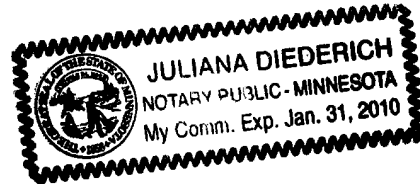
By   
Lon M. Isaacson, Chief Manager

STATE OF MINNESOTA )  
  ) SS  
COUNTY OF Stearns )

On this 9<sup>th</sup> day of February, 2007, before me, a Notary Public for this County, personally appeared Lon M. Isaacson, to me personally known, who, being by me duly sworn did say that he is the Chief Manager of Ameribuilt Properties, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**  
RINKE-NOONAN (ham)  
1015 West St. Germain, Suite 300  
P.O. Box 1497  
St. Cloud, MN 56302  
(320) 251-6700



**EXHIBIT A**

**Tract A**

Tract A:

Lot 2, Block 1, BURAU ADDITION, according to the plat thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota;

which lies easterly of Line 1 described below:

Line 1:

Commencing at Right of Way Boundary Corner B7 as shown on Minnesota Department of Transportation Right of Way Plat No. 05-16 as the same is on file and of record in the office of said county recorder; thence run westerly on an azimuth of 269 degrees 49 minutes 58 seconds along the boundary of said plat for 296.86 feet to the point of beginning of Line 1 to be described; thence southeasterly for 84.25 feet on a non-tangential curve, concave to the northeast, having a radius of 188.00 feet, a delta angle of 25 degrees 40 minutes 31 seconds and a chord azimuth of 121 degrees 13 minutes 58 seconds; thence on an azimuth of 108 degrees 33 minutes 14 seconds for 23.78 feet; thence deflect to the right on a tangential curve, having a radius of 242.00 feet and a delta angle of 32 degrees 39 minutes 30 seconds for 137.94 feet; thence on an azimuth of 142 degrees 24 minutes 58 seconds for 82.02 feet and there terminating.

**EXHIBIT B**

**Tract B**

Tract B:

That part of the west 990 feet of the south 188.32 of the Northeast Quarter of the Southeast Quarter of Section 36, Township 36 North, Range 31 West, Benton County, Minnesota, which lies easterly of the easterly right of way line of Trunk Highway No. 10 as located prior to January 1, 2000;

which lies easterly of Line 2 described below:

Line 2:

Commencing at Right of Way Boundary Corner B7 as shown on Minnesota Department of Transportation Right of Way Plat No. 05-16 as the same is on file and of record in the office of said county recorder; thence run westerly on an azimuth of 269 degrees 49 minutes 58 seconds along the boundary of said plat for 296.86 feet to the point of beginning of Line 2 to be described; thence southeasterly for 84.25 feet on a non-tangential curve, concave to the northeast, having a radius of 188.00 feet, a delta angle of 25 degrees 40 minutes 31 seconds and a chord azimuth of 121 degrees 13 minutes 58 seconds; thence on an azimuth of 108 degrees 33 minutes 14 seconds for 23.78 feet; thence deflect to the right on a tangential curve, having a radius of 242.00 feet and a delta angle of 32 degrees 39 minutes 30 seconds for 137.94 feet; thence on an azimuth of 142 degrees 24 minutes 58 seconds for 82.02 feet; thence southerly for 134.02 feet on a non-tangential curve, concave to the west, having a radius of 242.00 feet, a delta angle of 31 degrees 43 minutes 48 second and a chord azimuth of 158 degrees 24 minutes 45 seconds and there terminating;

containing 1.80 acres, more or less, in the unplatted portion.

**EXHIBIT C-1****Easement Area**

Access agreement over that part of Lot 2, Block 1, BURAU ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder, Benton County, together with that part of the west 990 feet of the south 188.32 feet of the Northeast Quarter of the Southeast quarter (NE1/4 SE1/4), Section 36, Township 36 North, Range 31 West, Benton County, Minnesota, described as follows:

Commencing at Right of Way Boundary Corner B7, as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 05-16, as the same is on file and of record in the office said county recorder, thence South 89°39'30" West, on an assumed bearing along a line defined by Right of Way Boundary Corner B6 and Boundary Corner B7 on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 05-16, also being the north line of said Lot 2, Block 1 BURAU ADDITION, a distance of 296.86 feet; thence 84.25 feet southerly, on a non tangential curve, concave to the northeast, having a central angle of 25°40'31", and a radius of 188.00 feet, the chord of said curve bears South 58°56'30" East; thence South 71°37'14" East, not tangent to said curve a distance of 23.78 feet; thence 137.94 feet southeasterly, a on a tangential curve, concave to the southwest, having a central angle of 32°39'30", and having a radius of 242.00 feet; thence South 37°45'30" East, not tangent to said curve, a distance of 23.78 feet, to the point of beginning of the access agreement; thence North 53°18'08" East, a distance of 9.60 feet; thence North 36°41'52" West, a distance of 20.50 feet; thence North 00°00'00" East, a distance of 17.29 feet; thence North 90°00'00" East, a distance of 26.00 feet; thence South 00°00'00" West, a distance 7.34 feet; thence South 18°20'56" East, a distance of 2.52 feet; thence South 36°41'52" East, a distance of 13.96 feet; thence South 70°53'42" East, a distance of 2.86 feet; thence South 89°59'57" East, a distance of 7.97 feet; thence South 00°00'03" West, a distance of 29.25 feet; thence South 53°18'08" West, a distance of 25.49 feet, more or less, to a line which bears South 37°45'30" East, from the point of beginning; thence North 37°45'30" West, a distance of 34.01 feet, to the point of beginning.

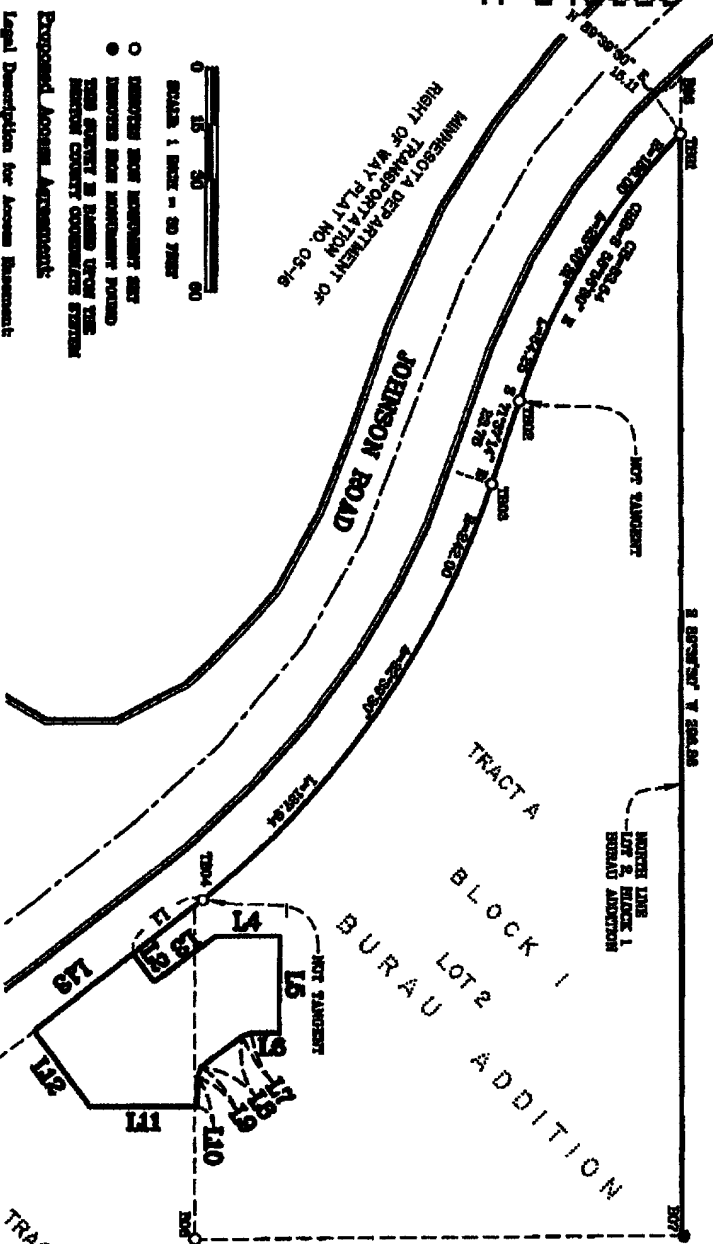
**EXHIBIT C-2**

**Easement Area Sketch Drawing**

(See attached)

A 346080

# SKETCH OF ACCESS AGREEMENT CITY OF ST. CLOUD, MINNESOTA



NUMBER	DIRECTION	DISTANCE
L1	S 87°46'30" E	23.76
L2	N 83°15'08" E	0.60
L3	N 38°41'02" W	20.50
L4	N 00°00'00" E	17.29
L5	N 90°00'00" E	28.00
L6	S 00°00'00" W	7.34
L7	S 18°20'56" E	2.52
L8	S 38°41'02" E	13.98
L9	S 70°05'42" E	2.68
L10	S 89°08'07" E	7.57
L11	S 00°00'00" W	28.25
L12	S 83°15'08" W	23.49
L13	N 37°46'30" W	34.01

**Legal Description for Access Easement:**

Access easement over that part of Lot 2, Block 1, BUREAU ADDITION, according to the recorded plat thereof on the west of the road of record in the County Recorder's Office, together with that part of the east 800 feet of the south 184.29 feet of the northeast quarter of the northeast quarter (NE 1/4 NE 1/4) Section 34, Township 25 North, Range 21 West, Section 34, Minnesota, described as follows:

Commencing at Right of Way Boundary Corner B, as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION MAP OF VAY PLAT NO. 09-18, as the same is on file and record in the office said county recorder, thence South 87°46'30" West, an an unmeasured bearing along a line that is on file and record in the office said county recorder, an east bearing of 83°15'08" East, a distance of 23.76 feet, thence South 83°15'08" West, a distance of 0.60 feet, thence North 38°41'02" West, a distance of 20.50 feet, thence North 00°00'00" East, a distance of 17.29 feet, thence North 90°00'00" East, a distance of 28.00 feet, thence South 00°00'00" West, a distance of 7.34 feet, thence South 18°20'56" East, a distance of 2.52 feet, thence South 38°41'02" East, a distance of 13.98 feet, thence South 70°05'42" East, a distance of 2.68 feet, thence South 89°08'07" East, a distance of 7.57 feet, thence South 00°00'00" West, a distance of 28.25 feet, thence South 83°15'08" West, a distance of 23.49 feet, thence North 37°46'30" West, a distance of 34.01 feet, to the point of beginning.

I HEREBY CERTIFY THAT THIS PLAN SURVEY OR REPORT 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.

DATE: 01/20/07 LICENSE NO. 52044

TRACT B  
NE 1/4 SE 1/4  
SEC. 34, T25N R21W

FOOTING LINE OF THE  
NE 1/4 SE 1/4  
SEC. 34, T25N R21W

RIGHT LINE OF THE  
WEST 800 FEET  
OF THE NE 1/4 SE 1/4  
SEC. 34, T25N R21W

MORTGAGE LINE OF THE  
SOUTH 184.29 FEET  
OF THE NE 1/4 SE 1/4  
SEC. 34, T25N R21W

DATE: 01/20/07  
DRAWN BY: JIN  
CHECKED BY: JED  
PROJECT NO: 01-106  
A 346080-01-06

CLIENT  
**AMERIBUILT BUILDINGS  
ATTN: LON ISAACSON  
904 DIVISION STREET  
WAITE PARK, MN 56387**

2007/01/20/07 2007 to the correction is 0-0

**JERRY  
ENGINEERING &  
ASSOCIATES, INC.**  
200 HENRIETTA AVENUE  
ST. CLOUD, MN 56304  
TEL: (320) 326-3234  
FAX: (320) 326-3234

EXHIBIT C-2