

TORRENS

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Cert. #--4950 (V-T P-250)

Recorded

DEC. 17, 2004 AT 10:30AM

Signed: 

DEPUTY

JEAN M DANKERS, REGISTRAR OF TITLES
GOODHUE COUNTY, MINNESOTA

Fee Amount: \$19.50



(Above Space Reserved for Recording Data)

DECLARATION OF EASEMENT (Trail and Roadway)

This Declaration of Easement (the "Declaration") is made this 26 day of Oct, 2004, by Cannon Bluffs, L.L.C., a Minnesota limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Goodhue County, Minnesota (the "Burdened Property"), legally described as follows:

Outlot A, Outlot B and Outlot F, Cannon Bluffs Second Addition, Goodhue County, Minnesota.

WHEREAS, the Burdened Property is or will be a part of the Cannon Bluffs II residential development located upon property described in Exhibit A attached hereto (the "Property"), is or will be subject to a recorded Declaration of Covenants, Conditions and Restrictions governing Cannon Bluffs II (the "Declarations"), and will be maintained by the Cannon Bluffs II Homeowners Association, a Minnesota nonprofit corporation (the "Association"), and

WHEREAS, Declarant desires to dedicate an easement for roadway and trail purposes over portions of the Burdened Property, as more fully described herein.

THEREFORE, in consideration of the foregoing, Declarant, for itself and its successors and assigns, hereby grants the easements provided herein and declares that the Burdened Property shall be owned, held, sold, leased, exchanged, conveyed, occupied, maintained, and used subject to and benefited by the easements, covenants and restrictions set forth herein, all of which shall run with the land and title to the Property and which shall be binding upon and inure to the benefit of all present and future owners and occupants of the Property and/or any part or parts thereof.

1. Purpose of Declaration. Declarant, for itself and its successors and assigns, hereby grants and dedicates a permanent, non-exclusive easement over and across the Burdened Property for

roadway and trail/walkway purposes, subject to the conditions and restrictions set forth in this Declaration..

2. **Easement Designation**. Outlot A and Outlot B are hereby designated as roadway easement premises (the "Roadway Easement"). Outlot A and Outlot B are designated as pedestrian trail/walkway easement premises (the "Trail Easement"). Outlot F is designated as a future public trail easement. The easements are appurtenant to the Property and are for the use and benefit of the present and future owners and occupants of the Property.

3. **Easement Area**. The Roadway Easement shall be located upon those portions of Outlot A and Outlot B upon which a roadway is now or hereafter constructed, used and maintained. The Trail Easement shall be located on Outlot A and Outlot B, which are now or hereafter constructed, used or maintained as pedestrian trails or walkways. Those portions of the Burdened Property that are now or hereafter constructed, used and maintained as Roadway Easement or Trail Easement shall be referred to as the "Easement Area" in this Declaration.

4. **Use of Easement Area**. The Roadway Easement shall be used exclusively for roadway purposes. The roadway on Outlot A and Outlot B shall be graded and constructed in accordance with the provisions of any governmental approvals, including gravel or aggregate base and asphalt or concrete surface. The Trail Easement shall be used exclusively for recreational purposes as a pedestrian trail/walkway for the use and benefit of present and future owners and occupants of the Property.

5. **Maintenance**. The Easement Area shall be maintained by and at the expense of the Association, and the Association shall have a right of access to perform such duties. The Association shall be authorized to impose reasonable restrictions on the use of the Easement Area and the Burdened Property as a whole during periods when the Association is engaged in maintenance, repair or replacement of such areas. If the Association fails or refuses to properly maintain, repair or replace the Easement Area, the City of Cannon Falls (the "City") shall have the right to enter the Burdened Property, perform the necessary work and charge the Association for the cost thereof. However, the City shall first give the Association thirty days' prior written notice of the failure to maintain, and the Association shall have thirty days after receipt of the notice to perform the work required before the City is authorized to perform the work and charge the Association therefor. The Association shall provide written notice to the City as to the Association's address for giving the notice. If no other address is designated by the Association, the Association's address shall be as stated in its Articles of Incorporation, as amended from time to time.

6. **Public Trail**. Notwithstanding the foregoing, in the event that the City desires to construct a trail across Outlot F for public trail purposes, then the Association or declarant agrees to grant the City a trail easement across Outlot F subject to approval by the DNR; provided that the association or declarant shall not be required to grant such an easement to the City over any portion of the property other than Outlot F. The association and/or declarant agrees to waive any claim for compensation or damages from the City for the conveyance of such an easement.

7. **Construction and Binding Effect**. This Declaration, and all covenants, conditions, restrictions and agreements contained herein, shall be construed in accordance with the laws of the state

of Minnesota, and shall be binding upon the Declarant, the Association, the City and their successors and assigns, unless amended in accordance with the terms of this Declaration.

8. Duration and Amendment. This Declaration shall have a term of thirty years, and shall be automatically renewed thereafter for an infinite number of ten-year renewal periods, unless terminated or modified by an amendment. This Declaration may be amended only by the consent of the Association and by Declarant so long as Declarant owns any residential lot in the Cannon Bluffs II project. The Amendment shall not be effective until it is reduced to writing, signed by all of the parties and recorded in the appropriate recording office of Goodhue County.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date set forth above.

CANNON BLUFFS, L.L.C.

By: [Signature]
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of Oct., 2004, by Linda L. Ingle, the President of Cannon Bluffs, L.L.C., a Minnesota limited liability company, on behalf of said entity.

[Signature]
Notary Public



This Instrument was drafted by:

Elliot B. Knetsch
Campbell Knutson PA
1380 Corporate Center Drv #317
Eagan, MN 55121

CANNON BLUFFS II
EXHIBIT A TO
DECLARATION OF
EASEMENT (TRAIL AND ROADWAY)

DESCRIPTION OF PROPERTY

Lots 1 through 6, Block 1; Lots 1 through 6, Block 2; Lots 1 through 14, Block 3; and Outlots A, B, C, D, E, and F, Cannon Bluffs Second Addition, Goodhue County, Minnesota.

CANNON BLUFFS II

CONSENT BY MORTGAGEE

The undersigned (the "Mortgagee"), is the mortgagee of portions of real property described on Exhibit A to the Declaration of Easement (Trail and Roadway) of Cannon Bluffs II (the "Declaration of Easement") by a Mortgage filed on the 4th day of September, 2002, in the office of the Goodhue County Registrar of Titles as Document No. 16549 (the "Mortgage"). Mortgagee hereby consents to this Declaration of Easement; provided, that such consent does not modify or amend the terms and conditions of the Mortgage and other loan documents executed in connection therewith; and provided further that the Mortgage shall be and remain a lien on the property described therein, until released or satisfied.

8th IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the day of December 2004.

BNC National Bank

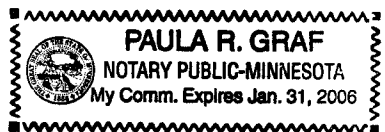
By: Nancy G. Madsen
Its: Vice President

STATE OF MINNESOTA)

COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 8th day of DEC. 2004, by Nancy G. Madsen the VP of BNC National Bank a national bank corporation, on behalf of the corporation.

Paula R. Graf
Notary Public



This instrument was drafted by:
WATSON & SPEIGHT, P.A.
411 West Third Street
Red Wing, MN 55066
(651) 388-8805

CANNON BLUFFS II

CONSENT BY CITY OF CANNON FALLS

The undersigned City of Cannon Falls (the "City") hereby consents to the attached Declaration of Easement (Trail and Roadway) of Cannon Bluffs II dated 10/26, 200~~3~~⁴

^{29th} IN WITNESS WHEREOF, the City has caused this Consent to be executed on the day of OCT, ~~2003~~²⁰⁰⁴

CITY OF CANNON FALLS

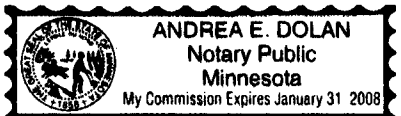
By: Glenn L. Weibel
Its: MAYOR

STATE OF MINNESOTA)
) ss.
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me this 29th day of October, 200~~3~~⁴, by Glenn L. Weibel the Mayor of the City of Cannon Falls, a Minnesota municipal corporation, on behalf of the municipal corporation.

Andrea E. Dolan
Notary Public

This instrument was drafted by:
WATSON & SPEIGHT, P.A.
411 West Third Street
Red Wing, MN 55066
(651) 388-8805



CANNON BLUFFS II

CONSENT BY DNR

The undersigned Minnesota Department of Natural Resources (the "DNR") hereby consents to the attached Declaration of Easement (Trail and Roadway) of Cannon Bluffs II dated October 26, 2004.

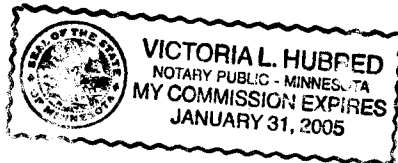
IN WITNESS WHEREOF, the DNR has caused this Consent to be executed on the 27th day of December, 2004.

MINNESOTA DEPARTMENT OF
NATURAL RESOURCES

By: James E. Lawler
Its: ASSISTANT DIRECTOR
LANDS & MINERALS.

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 27th day of December, 2004, by James E. Lawler, the Assistant Director of the Division of Lands + Minerals of the Minnesota Department of Natural Resources on behalf of the Minnesota Department of Natural Resources.



Victoria L. Hubbed
Notary Public

This instrument was drafted by:
WATSON & SPEIGHT, P.A.
411 West Third Street
Red Wing, MN 55066
(651) 388-8805