

EASEMENT AGREEMENT

(03-7-1)

THIS INDENTURE, Made this _____ day of _____, between NORTHTOWN CROSSINGS, LLC, a limited liability company existing under the laws of the State of Minnesota, formerly known as, SPRINGBROOK TOWNHOMES, LLC herein referred to as the "Landowner," and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to a the "City".

WITNESSETH:

That the said Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for public street and utility purposes over, under and across the following described property:

Underlying Property Description:

The North 452 feet of the South 602 feet of the Northeast Quarter of the Northeast Quarter of Section 36, Township 31, Range 24 lying Northeasterly of Trunk Highway Number 10. Except road. Subject to easements of record.

Easement Description:

A permanent easement for street and utility purposes over, under and across the Underlying Property. Said permanent easement is that part of said Underlying Property which lies within the circumference of a circle having a radius of 50.00 feet. The center point of said circle is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West a distance of 331.82 feet; thence North 0 degrees, 02 minutes, 21 seconds East a distance of 20.00 feet to said center point.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West a distance of 331.82 feet; thence North 0 degrees, 02 minutes, 21 seconds East a distance of 20.00; thence North 65 degrees West a distance of 50.00 feet to the point of beginning of the centerline to be described; thence continuing North 65 degrees West a distance of 29.45 feet to a point hereinafter referred to as Point A; thence continuing North 65 degrees West a distance of 16.74 feet; thence North 11 degrees, 37 minutes, 37 seconds West a distance of 292.44 feet to a point hereinafter referred to as Point B; thence South 86 degrees, 53 minutes, 57 seconds East a distance of 118.30 feet; thence South 89 degrees, 57 minutes, 43 seconds East a distance of 85.67 feet to a point hereinafter referred to as Point C; thence continuing South 89 degrees, 57 minutes, 43 seconds East a distance of 95.26 feet; thence North 86 degrees, 54 minutes, 24 seconds East a distance of 5.26 feet to a point hereinafter referred to as Point D; thence South 1 degree, 18 minutes, 14 seconds West a distance of 258.85 feet; thence South 13 degrees, 39 minutes, 35 seconds East a distance of 25.46 feet to a point hereinafter referred to as Point E; thence continuing South 13 degrees, 39 minutes, 35 seconds East a distance of 2.52 feet to the North line of the South 55.00 feet of said Underlying Property and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point A; thence North 25 degrees East a distance of 27.67 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point B; thence North 86 degrees, 53 minutes, 57 seconds West a distance of 3.99 feet; thence North 89 degrees, 55 minutes, 06 seconds West a distance of 92.62 feet to a point hereinafter referred to as Point F; thence continuing North 89 degrees, 55 minutes, 06 seconds West a distance of 10.00 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point C; thence South 0 degrees, 02 minutes, 17 seconds West a distance of 27.68 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point D; thence North 86 degrees, 54 minutes, 28 seconds East a distance of 55.20 feet; thence North 89 degrees, 57 minutes, 43 seconds East a distance of 36.77 feet to a point hereinafter referred to as Point G, thence continuing North 89 degrees, 57 minutes, 43 seconds East a distance of 10.00 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point E; thence North 76 degrees, 20 minutes, 25 seconds East a distance of 21.49 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point F; thence North 0 degrees, 04 minutes, 54 seconds East a distance of 21.05 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point G; thence North 0 degrees, 02 minutes, 17 seconds East a distance of 24.35 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 1 degree, 18 minutes, 14 seconds East, along the East line of said Underlying Property, a distance of 343.21 feet; thence North 88 degrees, 41 minutes, 46 seconds West a distance of 83.36 feet to the point of beginning of the centerline to be described; thence South 14 degrees, 40 minutes, 39 seconds East a distance of 69.84 feet to a point hereinafter referred to as Point H and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at said Point H; thence South 4 degrees, 15 minutes, 40 seconds East a distance of 68.59 feet to the point of beginning of the centerline to be described: thence North 88 degrees, 41 minutes, 46 seconds West a distance of 111.71 feet; thence South 47 degrees, 08 minutes, 55 seconds West a distance of 31.41 feet; thence North 88 degrees, 41 minutes, 46 seconds West a distance of 122.92 feet to a point hereinafter referred to as Point I and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at said Point I; thence North 15 degrees, 50 minutes, 19 seconds West a distance of 18.38 feet to the point of beginning of the centerline to be described; thence South 78 degrees, 22 minutes, 23 seconds West a distance of 120.91 feet; thence South 59 degrees, 0 minutes, 34 seconds West a distance of 24.08 feet; thence North 11 degrees, 23 minutes, 31 seconds West a distance of 164.88 feet; thence North 89 degrees, 55 minutes, 06 seconds West a distance of 101.04 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southwest corner of said Underlying Property; thence South 89 degrees, 57 minutes, 39 seconds East, along the South line of said Underlying Property; a distance of 165.03 feet to the point of beginning of the centerline to be described; thence North 33 degrees, 45 minutes, 02 seconds West a distance of 47.77 feet to a point hereinafter referred to as Point J; thence North 21 degrees, 22 minutes, 31 seconds East a distance of 22.44 feet; thence North 69 degrees, 21 minutes, 03 seconds East a distance of 88.98 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point J; thence South 74 degrees, 52 minutes, 42 seconds West a distance of 51.52 feet and said centerline there terminating.

Together with a permanent easement for storm water ponding purposes over, under and across said Underlying Property. Said permanent easement is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West, along the South line of said Underlying Property, a distance of 287.74 feet; thence North 1 degree, 18 minutes, 14 seconds East a distance of 82.32 feet to the point of beginning of the land to be described; thence continuing North 1 degree, 18 minutes, 14 seconds East a distance of 99.91 feet; thence North 13 degrees, 04 minutes, 48 seconds West a distance of 57.71 feet; thence South 86 degrees, 16 minutes, 44 seconds West a distance of 30.29 feet; thence South 26 degrees, 14 minutes, 07 seconds West a distance of 47.75 feet; thence South 11 degrees, 37 minutes, 37 seconds East a distance of 100.76 feet; thence South 63 degrees, 20 minutes, 33 seconds East a distance of 27.21 feet; thence South 88 degrees, 41 minutes, 46 seconds East a distance of 17.50 feet to the point of beginning.

Further, the right is hereby granted to the Grantee to remove or otherwise dispose of all earth or other natural materials excavated from said easement and right-of-way as the Grantee may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the public street and utilities.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents and servants the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping, restoration and maintenance purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents and servants to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit non-hazardous, earthen materials outside of the platted street right-of-way and upon the easement area.

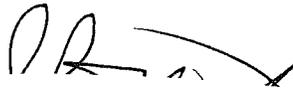
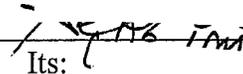
The City agrees to indemnify and hold the landowner and its successors and assigns harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City. No structures, obstructions or fences shall be allowed in the easement area unless prior written approval is granted by the City.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute Chapter 466.

The said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, said Landowner has caused this agreement to be executed as of the day and year first above written.

NORTHTOWN CROSSINGS, LLC,
f/k/a SPRINGBROOK TOWNHOMES, LLC

By: 
Its:  _____
U

[Signatures continue on following page]

