

EASEMENT AGREEMENT

(12-3)

THIS INDENTURE, made this ____ day of _____, _____, between Allina Medical Group now known as Allina Health System, a Minnesota nonprofit corporation, 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 sidewalk purposes over, under and across the following described property:

A permanent easement for sidewalk and snow storage purposes over, under and across the westerly ten feet of the following described property:

Parcel 1:

That part of the Northeast Quarter of Section 36, Township 31, Range 24, Anoka County, Minnesota, described as follows: Beginning at the point of intersection of the South line of the North 26 rods of the South half of the Northeast Quarter of said Section 36 with a line run parallel with and distant 88 feet Westerly of the following described line: (said Westerly line to be hereinafter referred to as Line "A") Commencing at a point on the North line of said Section 36, distant 928.23 feet West of the Northeast corner thereof; thence run Southerly at an angle of 88 degrees 32 minutes 03 seconds from said North section line (measured from West to South) for a distance of 1090.90 feet; thence run Northwesterly at an angle of 42 degrees 37 minutes 30 seconds from said line for 292.21 feet; thence deflect to the right at an angle of 70 degrees 29 minutes 15 seconds for 100 feet to the point of beginning of the line to be described; thence run Southwesterly on the last described course for 151.79 feet; thence deflect to the left on a tangential curve having a radius of 674.07 feet and a delta angle of 48 degrees 14 minutes 30 seconds for 567.55 feet; thence on tangent to said curve for 188.73 feet; thence deflect to the right on a tangential curve having a radius of 3819.73 feet and a delta angle of 10 degrees 30 minutes 00 seconds for 700 feet and there terminating; thence on an assumed bearing of South 89 degrees 59 minutes 59 seconds West, along said South line of said North 26 rods a distance of 359.98 feet; thence North 10 degrees 53 minutes 33 seconds West a distance of 145.33 feet; thence

Northwesterly a distance of 279.70 feet along a tangential curve, concave to the Southwest having a delta angle of 51 degrees 16 minutes 54 seconds and a radius of 312.50 feet; thence Northwesterly a distance of 162.77 feet along a reverse curve concave to the Northeast having a central angle of 40 degrees 45 minutes 41 seconds and a radius of 228.79 feet; thence North 21 degrees 24 minutes 46 seconds West a distance of 260.18 feet, said point hereinafter known as Point "B"; thence North 21 degrees 24 minutes 46 seconds West 48.23 feet; thence Northerly and Northeasterly a distance of 508.97 feet along a tangential curve concave to the East having a central angle of 70 degrees 14 minutes 19 seconds and a radius of 415.18 feet; thence North 48 degrees 49 minutes 33 seconds East a distance of 220.00 feet to the Southwesterly right of way line of Coon Rapids Boulevard; thence South 41 degrees 10 minutes 27 seconds East along said right of way a distance of 683.53 feet to its intersection with said Line "A"; thence Southerly along said Line "A" to the point of beginning. Which lies Southerly of the following described line and its extensions: Beginning at Point "B" described above; thence South 89 degrees 42 minutes 12 seconds East 652.87 feet to its intersection with said Line A and there terminating.

Parcel 2:

That part of the Northeast Quarter of Section 36, Township 31, Range 24, Anoka County, Minnesota, described as follows: Beginning at the point of intersection of the South line of the North 26 rods of the South half of the Northeast Quarter of said Section 36 with a line run parallel with and distant 88 feet Westerly of the following described line: (said Westerly line to be hereinafter referred to as Line "A") Commencing at a point on the North line of said Section 36, distant 928.23 feet West of the Northeast corner thereof; thence run Southerly at an angle of 88 degrees 32 minutes 03 seconds from said North section line (measured from West to South) for a distance of 1090.90 feet; thence run Northwesterly at an angle of 42 degrees 37 minutes 30 seconds from said line for 292.21 feet; thence deflect to the right at an angle of 70 degrees 29 minutes 15 seconds for 100 feet to the point of beginning of the line to be described; thence run Southwesterly on the last described course for 151.79 feet; thence deflect to the left on a tangential curve having a radius of 674.07 feet and a delta angle of 48 degrees 14 minutes 30 seconds for 567.55 feet; thence on tangent to said curve for 188.73 feet; thence deflect to the right on a tangential curve having a radius of 3819.73 feet and a delta angle of 10 degrees 30 minutes 00 seconds for 700 feet and there terminating; thence on an assumed bearing of South 89 degrees 59 minutes 59 seconds West, along said South line of said North 26 rods a distance of 390.78 feet; thence South 15 degrees 28 minutes 04 seconds East a distance of 220.00 feet; thence North 74 degrees 31 minutes 56 seconds East a distance of 379.38 feet to the intersection with said Line "A"; thence Northerly, along said Line "A" a distance of 115.82 feet on a nontangential curve concave to the West having a radius of 3731.73 feet and a central angle of 1 degree 46 minutes 42 seconds to the point of beginning. The chord of last said curve bears North 16 degrees 49 minutes 43 seconds West and is 115.81 feet in length.

Parcel 3:

That part of the North 26 rods of the South Half of the Northeast Quarter of Section 36, Township 31, Range 24, Anoka County, Minnesota, lying South and West of Line 1 described below and lying North and East of Line 2 described below:

Line 1:

Commencing at the point of intersection of the South line of said North 26 rods with a line run parallel with and distant 88 feet Westerly of Line A described as follows: Commencing at a point on the North line of said Section 36, distant 928.23 feet West of the Northeast corner thereof; thence run Southerly at an angle of 88 degrees 32 minutes 03 seconds from said North section line (measured from West to South) for a distance of 1090.90 feet; thence run Northwesterly at an angle of 42 degrees 37 minutes 30 seconds from said line for 292.21 feet; thence deflect to the right at an angle of 70 degrees 29 minutes 15 seconds for 100 feet to the point of beginning of said Line A; thence run Southwesterly on the last described course for 151.79 feet; thence deflect to the left on a tangential curve having a radius of 674.07 feet and a delta angle of 48

degrees 14 minutes 30 seconds for 567.55 feet; thence on tangent to said curve for 188.73 feet; thence deflect to the right on a tangential curve having a radius of 3819.73 feet and a delta angle of 10 degrees 30 minutes 00 seconds for 700 feet and there terminating; thence on an assumed bearing of South 89 degrees 59 minutes 59 seconds West, along said South line of said North 26 rods a distance of 359.98 feet to the actual point of beginning of Line 1 to be herein described; thence North 10 degrees 53 minutes 33 seconds West a distance of 145.33 feet; thence Northwesterly a distance of 279.70 feet along a tangential curve, concave to the Southwest having a delta angle of 51 degrees 16 minutes 54 seconds and a radius of 312.50 feet; thence Northwesterly a distance of 162.77 feet along a reverse curve concave to the Northeast having a central angle of 40 degrees 45 minutes 41 seconds and a radius of 228.79 feet; thence North 21 degrees 24 minutes 46 seconds West a distance of 260.18 feet and there terminating.

Line 2:

Commencing at the actual point of beginning of Line 1 described above; thence South 89 degrees 59 minutes 59 seconds West along said South line 30.80 feet to the point of beginning of said Line 2; thence North 15 degrees 28 minutes 04 seconds West a distance of 110.35 feet; thence Northwesterly a distance of 265.40 feet along a tangential curve, concave to the Southwest having a delta angle of 31 degrees 02 minutes 00 seconds and a radius of 490.00 feet; thence Northwesterly a distance of 179.53 feet along a reverse curve concave to the Northwest having a central angle of 25 degrees 05 minutes 18 seconds and a radius of 410.00 feet to the intersection of Line 1 described above and there terminating.

EXEMPT FROM STATE DEED TAX

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

The City agrees to indemnify and hold the Landowner 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.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged sod and plantings

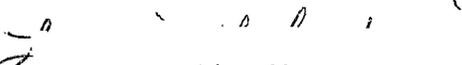
Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner,

its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

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

ALLINA MEDICAL GROUP
now known as ALLINA HEALTH
SYSTEM

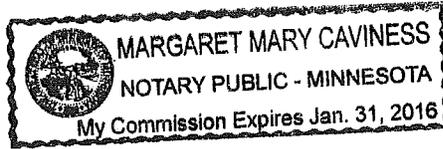
By: 
Its: VP, Finance & Treasury

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

[Signatures continue on following page]



STATE OF MINNESOTA)
 Hennepin) ss.
COUNTY OF ANOKA)

On this 8th day of March, 2012, before me a Notary Public within and for said County, personally appeared LAURIE LAFONTAINE, the Vice Pres. FINANCE & TREAS of Allina Medical Group now known as Allina Health System, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

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Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ___ day of _____, before me a Notary Public within and for said County, personally appeared Tim Howe and Matthew S. Fulton, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was drafted by:

Stoney L. Hiljus
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
763-767-6495