

EASEMENT AGREEMENT

(05-19-2)

THIS INDENTURE, made this ____ day of _____, between COON RAPIDS - CREEK LAND, LLC, a Minnesota limited liability company, 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 as 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 utility purposes over, under and across the following described property:

Property Description:

Lot 1, Block 2, Loft Homes Addition, Anoka County, Minnesota.

Easement Description:

A permanent easement for watermain purposes over, under and across said Lot 1. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 0 degrees, 00 minutes, 58 seconds West, along the East line of said Lot 1, a distance of 117.18 feet to the point of beginning of the centerline to be described; thence North 88 degrees, 43 minutes, 36 seconds West a distance of 11.93 feet to a point hereinafter referred to as Point A and said centerline there terminating.

Together with a permanent easement for watermain purposes over, under and across said Lot 1. Said permanent easement is a 17.00 foot wide strip of land, being 7.00 feet right and 10.00 feet left of the following described line:

Beginning at said Point A; thence South 61 degrees, 36 minutes, 25 seconds West a distance of 129.06 feet to a point hereinafter referred to as Point B; thence continuing along the last described course a distance of 5.00 feet to a point hereinafter referred to as Point C and said line there terminating.

Together with a permanent easement for watermain purposes over, under and across said Lot 1. 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 North 62 degrees, 32 minutes, 45 seconds West a distance of 79.46 feet to the Westerly line of said Lot 1 and said centerline there terminating.

Together with a permanent easement for watermain purposes over, under and across said Lot 1. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point B; thence South 28 degrees, 23 minutes, 35 seconds East a distance of 19.01 feet and said centerline there terminating.

Together with a permanent easement for sanitary sewer purposes over, under and across said Lot 1. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Northeast corner of said Lot 1; thence North 88 degrees, 12 minutes, 16 seconds West, along the North line of said Lot 1, a distance of 9.57 feet to the point of beginning of the centerline to be described; thence South 0 degrees, 01 minutes, 41 seconds East a distance of 127.27 feet to a point hereinafter referred to as Point D; thence South 61 degrees, 14 minutes, 20 seconds West a distance of 115.36 feet and said centerline there terminating.

Together with a permanent easement for sanitary sewer purposes over, under and across said Lot 1. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point D; thence South 88 degrees, 43 minutes, 36 seconds East a distance of 9.47 feet to the East line of said Lot 1 and said centerline there terminating.

Together with a permanent easement for storm sewer purposes over, under and across said Lot 1. Said permanent easement is a 15.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 0 degrees, 01 minutes, 58 seconds West a distance of 134.54 feet to the point of beginning of the centerline to be described; thence South 89 degrees, 56 minutes, 19 seconds West a distance of 14.46 feet; thence North 0 degrees, 01 minutes, 41 seconds West a distance of 94.88 feet; thence North 51 degrees, 23 minutes, 08 seconds West a distance of 46.31 feet; thence South 49 degrees, 33 minutes, 09 seconds West a distance of 86.26 feet; thence North 52 degrees, 16 minutes, 16 seconds West a distance of 16.84 feet to the Westerly line of said Lot 1 and said centerline there terminating.

Together with a permanent easement for storm sewer purposes over, under and across said Lot 1. Said permanent easement is a 10.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 0 degrees, 00 minutes, 58 seconds East a distance of 34.08 feet to the point of beginning of the centerline to be described; thence North 74 degrees, 31 minutes, 18 seconds West a distance of 27.36 feet; thence North 8 degrees, 49 minutes, 53 seconds West a distance of 78.99 feet to a point hereinafter referred to as Point E; thence North 27 degrees, 27 minutes, 38 seconds East a distance of 19.73 feet; thence North 14 degrees, 50 minutes, 20 seconds West a distance of 71.81 feet and said centerline there terminating.

Together with a permanent easement for storm sewer purposes over, under and across said Lot 1. Said permanent easement is a 10.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point E; thence North 45 degrees, 07 minutes, 23 seconds West a distance of 28.94 feet and said centerline 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.

COON RAPIDS - CREEK LAND, LLC

By: 
Its: CEO

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

[Signatures continue on next page]

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 18th day of May, 2012, before me a Notary Public within and for said County, personally appeared Mary M. Tjosvold the Landowner of Coon Rapids - Creek Land, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

[Redacted signature]
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:

David J. Brodie
Coon Rapids Acting City Attorney
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Coon Rapids, Minnesota 55433
763-767-6495