

EASEMENT AGREEMENT

(02-37)

THIS INDENTURE, made this 14th day of February 2013, between PARENT PROFESSIONAL PROPERTIES, 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, Noon's Riverside 2nd Addition, according to the plat on file and of record in the Office of the Registrar of Titles, Anoka County, Minnesota.

EASEMENT DESCRIPTION:

A permanent easement for sanitary sewer purposes over, under and across the above described 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 Lot 1; thence North along the West line of said Lot 1 a distance of 74.13 feet; thence South 83 degrees, 17 minutes, 09 seconds East a distance of 10.07 feet to the point of beginning of the centerline to be described; thence continuing South 83 degrees, 17 minutes, 09 seconds East a distance of 210.22 feet and said centerline there terminating.

Together with a permanent easement for watermain purposes over, under and across the above described property. 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 61 degrees, 45 minutes, 00 seconds West along the Northerly line of said Lot 1 a distance of 173.41 feet; thence South 28 degrees, 15 minutes, 00 seconds West a distance of 10.00 feet to the point of beginning of the centerline to be described; thence continuing South 28 degrees, 15 minutes, 00 seconds West a distance of 91.62 feet; thence South 61 degrees, 45 minutes, 00 seconds East a distance of 43.62 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.

PARENT PROFESSIONAL PROPERTIES,
LLC

By: 

Its: Owner/Chief Manager

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steven D. Gatlin, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 14th day of February, 2013, before me a Notary Public within and for said County, personally appeared Al Parent the Owner/Chief Manager of Parent Professional Properties, LLC, a Minnesota Limited Liability Company, on behalf of the limited liability company.



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 Steven D. Gatlin, 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 City Attorney
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