

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, _____, between City of Coon Rapids, a Minnesota municipal corporation, with a notice address of 11155 Robinson Drive, Coon Rapids, MN 55433-3761 herein referred to as the "Grantor", and the Anoka-Hennepin Independent School District No. 11, a political subdivision of the State of Minnesota, with a notice address of 2727 North Ferry Street, Anoka, MN 55303, hereinafter referred to the "Grantee".

WITNESSETH:

That the said Grantor in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said Grantor, its successors and assigns, forever, a permanent easement for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under and or across the following described property:

See Exhibit A and Exhibit B

EXEMPT FROM STATE DEED TAX

The Grantee, its successors and its assigns, agrees to indemnify and hold the Grantor harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the Grantee 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 Grantee.

Upon the completion of any construction, maintenance, or replacement project, the Grantee will restore any disturbed areas above ground and below ground including, but not limited to, the replacement of any damaged sod, plantings and concrete/asphalt.

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

And the said Grantor, for itself, its successors and assigns, does covenant with the Grantee, 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 Grantee.

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

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steven D. Gatlin, City Manager

ANOKA-HENNEPIN INDEPENDENT
SCHOOL DISTRICT NO. 11

By: _____
Its: _____

Signatures continue on following page}

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ___ day of _____, 2013 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

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 6th day of August, 2013, before me a Notary Public within and for said County, personally appeared Tom Heidemann, for the Anoka-Hennepin Independent School District No. 11, a political subdivision of the State of Minnesota.



Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EXHIBIT A

UTILITY EASEMENT

A 10.00 foot wide utility easement over, under and across part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31, Range 24, Anoka County, Minnesota. The centerline of said easement is described as commencing at the southeast corner of said Northeast Quarter of Section 13; thence on an assumed bearing of South 89 degrees 03 minutes 41 seconds West 1014.90 feet along the south line of said Northeast Quarter; thence North 00 degrees 56 minutes 19 seconds West 364.53 feet; thence North 51 degrees 00 minutes 00 seconds West 50.00 feet; thence North 39 degrees 00 minutes 00 seconds East 5.03 feet; thence North 51 degrees 00 minutes 00 seconds West 3.00 feet; thence North 57 degrees 00 minutes 17 seconds West 328.15 feet to the west line of the Southeast Quarter of said Northeast Quarter which is also the point of beginning of said centerline; thence continuing North 57 degrees 00 minutes 17 seconds West 76.79 feet to its intersection with Line "A" described below and said centerline there terminating.

Line "A" is described as beginning at the northwest corner of the South Half of the Southeast Quarter of the Northeast Quarter; thence South 61 degrees 35 minutes 49 seconds West along a line which if extended would intersect the northeasterly line of County Road 'A', 469.35 feet southeasterly along the northeasterly line of said County Road 'A' from a point on the north and south quarter section line, distant 482.7 feet north of center of said Section 13.

The sidelines of said easement are to be prolonged or shortened to terminate at said Line A.

ACCESS EASEMENT

A 20.00 foot wide access easement of way over, under and across part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31, Range 24, Anoka County, Minnesota. The centerline of said access right of way is described as commencing at the southeast corner of said Northeast Quarter of Section 13; thence on an assumed bearing of South 89 degrees 03 minutes 41 seconds West 1014.90 feet along the south line of said Northeast Quarter; thence North 00 degrees 56 minutes 19 seconds West 364.53 feet; thence North 51 degrees 00 minutes 00 seconds West 34.00 feet; thence South 39 degrees 00 minutes 00 seconds West 74.52 feet; thence North 51 degrees 28 minutes 18 seconds West 19.41 feet; thence westerly 109.96 feet along a tangential curve, concave to the south having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 70.00 feet; thence South 38 degrees 31 minutes 42 seconds West, tangent to said curve, 180.99 feet; thence westerly 19.48 feet along a tangential curve, concave to the north having a central angle of 37 degrees 12 minutes 43 seconds and a radius of 30.00 feet to the west line of the Southeast Quarter of said Northeast Quarter which is also the point of beginning of said centerline; thence continuing westerly 27.64 feet along said 30.00 foot radius curve; thence North 51 degrees 28 minutes 18 seconds West 225.79 feet to the easterly right of way line of Dogwood Street and said centerline there terminating.

