EASEMENT AGREEMENT ( )

THIS INDENTURE, made this _____ day of _____, 2013, between Shamrock Development, Inc., a Minnesota 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 sidewalk, snow storage and drainage and utility purposes over, under and across the following described property:

See attached Exhibit A.

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, and maintenance, 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 and snow 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 turf 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.

SHAMROCK DEVELOPMENT, INC.

By: _____
Its: CFO & Vice President

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steven D. Gatlin, City Manager

[Signatures continue on following page]

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 26th day of November 2013, before me a Notary Public within and for said County, personally appeared Michael J. Kraling the CEO/Vice President of Shamrock Development, Inc., a Minnesota corporation, on behalf of the corporation.

KIM C MCFARLIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2015

Kim C McFarlin
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
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EXHIBIT A

A 10.00 foot permanent easement for sidewalk and snow storage purposes over, under and across the following described property:

Outlot A, SPRINGBROOK COMMERCIAL ADDITION, Anoka County, Minnesota.

Said permanent easement is described as follows:

The east 10 feet of said Outlot A. The east line of said easement described as follows:

Commencing at the East Corner of said Outlot A. Thence an assume bearing along the westerly right of way of Springbrook Drive South 48 degrees 49 minutes 33 seconds West, a distance of 12.53 feet; thence southerly along the right of way along a tangential curve, concave to the east, radius 490.00 feet, central angle 30 degrees 08 minutes 52 seconds, 257.48 feet to the south corner of Outlot A, said east line there terminating.

The westerly sideline of said easement are prolonged or shortened to terminate on the north and south line of said Outlot A.

Along with A 5 foot permanent drainage and utility easement over, under and across the following described property:

Outlot A, SPRINGBROOK COMMERCIAL ADDITION, Anoka County, Minnesota.

Said permanent easement is described as follows:

The west 5 feet of the east 15 feet of said Outlot A. The east line of said easement described as follows:

Commencing at the East Corner of said Outlot A. thence North 41 degrees 14 minutes 34 seconds West along an assumed bearing along the north line of said Outlot A , a distance of 10 feet to the Point of Beginning of the described east line: thence South 48 degrees 49 minutes

33 seconds West parallel to the westerly right of way of Springbrook Drive, a distance of 12.53 feet; thence southerly parallel to the right of way along a tangential curve, concave to the east, radius 500.00 feet, central angle 30 degrees 08 minutes 52 seconds, 263.09 feet to the south line of Outlot A, said east line there terminating.

The westerly sideline of said easement are prolonged or shortened to terminate on the north and south line of said Outlot A.

LEGEND

- CONST. LIMITS
- EXISTING FEATURES
- PROPOSED FEATURES
- TREE REMOVAL
- X TREE REMOVAL

AREAS (SQ FT)

NEW R/W	NEW P.E.	T.E.
0	0	0

UNASSIGNED SITUS

PIN # 36-31-24-12-0036

S.P. 002-596-020

PARCEL # 003

10/16/13

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