EASEMENT AGREEMENT ( )

THIS INDENTURE, made this _____ day of _____, _____, between JERELYN S. PARKER AND SHARON LEE PARKER, husband and wife, 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 drainage and utility purposes over, under and across the following described property:

Drainage and utility easement over, under and across the following described property:

Lot 5, Block 1, COUNTRY ACRES ADDITION, Anoka County, Minnesota, according to the recorded plat thereof.

The easement described as follows:

Southerly 30 feet of Lot 5, Block 1, COUNTRY ACRES ADDITION.

Together with that part of said Lot 5 lying easterly of the following described line:

Said line connecting a point on the north line of said Lot 5, a distance of 155.00 feet west of the Northeast corner of said Lot 5 with a point on the south line of said Lot 5, a distance of 55.00 feet west of the Southeast corner of said Lot 5.

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.

[Signatures continue on following page]

By: [redacted]

By [redacted]

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steven D. Gatlin, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 22nd day of September, 2014, before me a Notary Public within and for said County, personally appeared Jerelyn S. Parker and Sharon Lee Parker, husband and wife.

[redacted]

KIMBERLY L. REID
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

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