

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, _____, between Coon Rapids Evergreen 23, LLC, a Minnesota limited liability 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 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 20.00 foot wide easement for drainage and utility purposes over, under and across the following described property:

Tract A, Registered Land Survey No. 261, Anoka County, Minnesota.

The center line of said easement is described as follows: Commencing at the northwest corner of Tract F, Registered Land Survey No. 246, Anoka County, Minnesota; thence South 0 degrees 03 minutes 51 seconds West, assumed basis of bearings, along the West line of said Tract F, a distance of 40.70 to the point of beginning of the line to be described; thence North 89 degrees 44 minutes 30 seconds West, a distance of 41.62 feet; thence North 1 degree 05 minutes 40 seconds East, a distance of 119.13 feet; thence North 88 degrees 54 minutes 20 seconds West, a distance of 451.18 feet; thence North 1 degree 05 minutes 40 seconds East, a distance of 277.05 feet; thence North 43 degrees 54 minutes 20 seconds West, a distance of 52.89 feet and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the West line of Tract F, Registered Land Survey No. 246.

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 EVERGREEN 23, LLC



CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

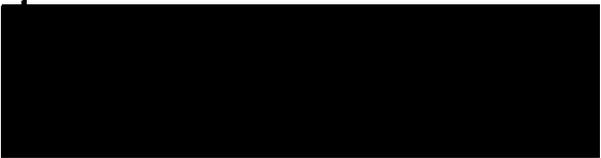
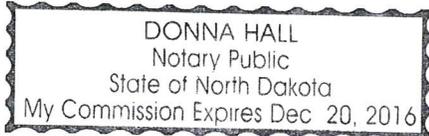
By: _____
Matt Stemwedel, City Manager

[Signatures continue on following page]

STATE OF MINNESOTA) ^{NORTH DAKOTA}

CASS) ss.
COUNTY OF ANOKA)

On this 1st day of July 2015, before me a Notary Public within and for said County, personally appeared Wayne Gadberry the _____ of Coon Rapids Evergreen 23, LLC, a Minnesota limited liability corporation, on behalf of the corporation.



STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ___ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, 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

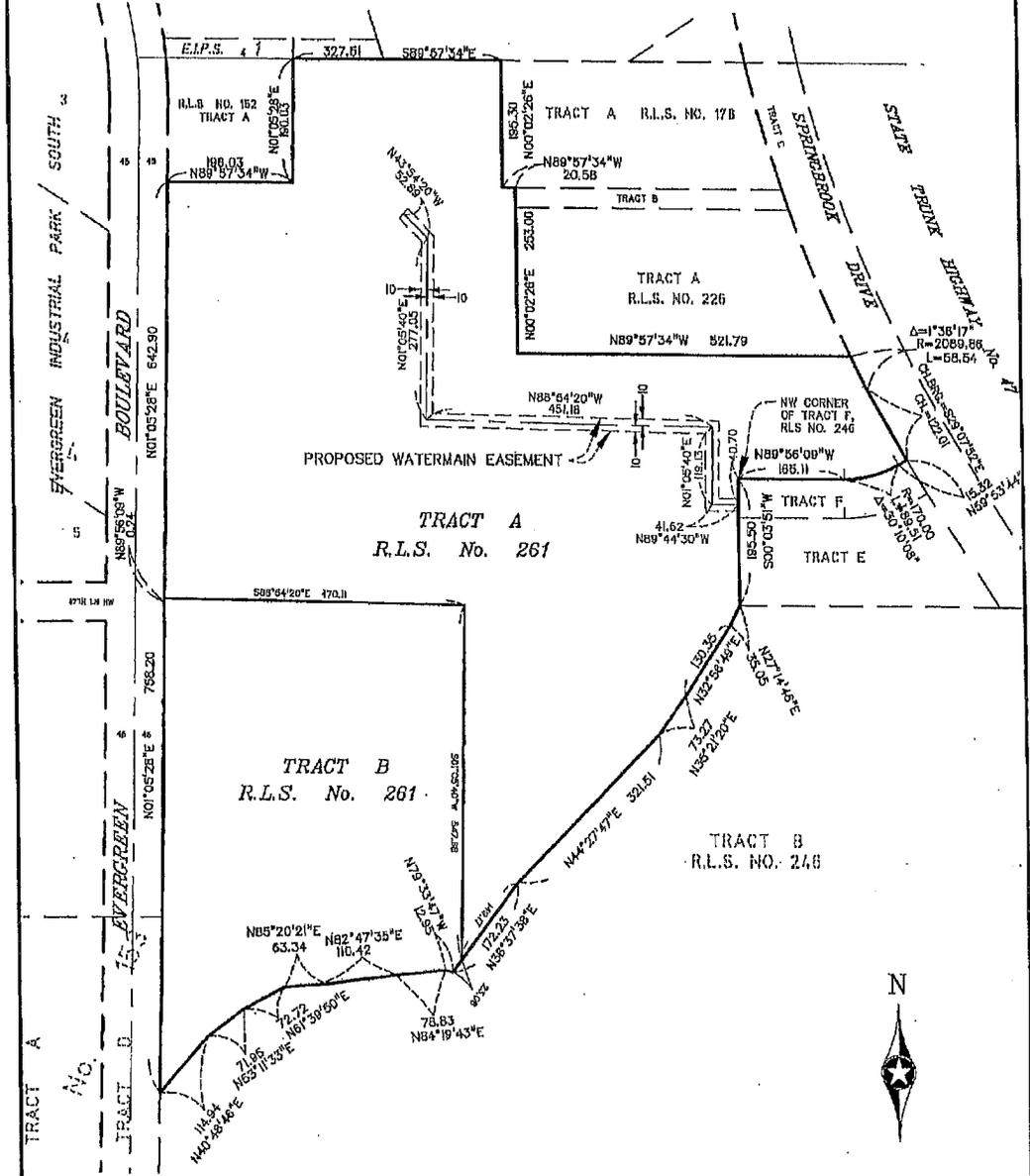
Accepted by the Coon Rapids City Council the 21st day of July, 2015.

Joan Lenzmeier, City Clerk

Easement Exhibit for: **MAGNUM COMPANIES**

REGISTERED LAND SURVEY NO. 261

Job # 694B.10-28 Dwg:-10XHIB2-ESMT
 Scale: 1"=200' Date: 7/08/2014



A 20.00 foot wide easement for watermain purposes over, under and across the following described property:

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The side lines of said easement shall be prolonged or shortened to terminate on the West line of Tract F, Registered Land Survey No. 246.

Oliver Surveying & Engineering, Inc.

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