

**EASEMENT AGREEMENT**

(       )

**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 40.00 foot wide easement for drainage and utility purposes over, under and across the following described property:

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

The center line of said easement is described as follows: Commencing at the southeast corner of Tract A, Registered Land Survey No. 226, Anoka County, Minnesota; thence North 89 degrees 57 minutes 34 seconds West, assumed basis of bearings, along the South line of said Tract A, Registered Land Survey No. 226, a distance of 42.05 feet to the point of beginning of the line to be described; thence South 26 degrees 05 minutes 49 seconds West, a distance of 22.26 feet to intersect a line parallel with and 20.00 feet southerly of said South line; thence North 89 degrees 57 minutes 34 seconds West, a distance of 984.09 feet; thence South 0 degrees 52 minutes 30 seconds West, a distance of 529.07 feet; thence North 81 degrees 43 minutes 45 seconds West, a distance of 41.12 feet to the West line of Tract B, Registered Land Survey No. 261 and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the South line of said Tract A, Registered Land Survey No. 226 and the West line of Tract B, Registered Land Survey No. 261.

**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]*



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 21<sup>st</sup> day of July, 2015.

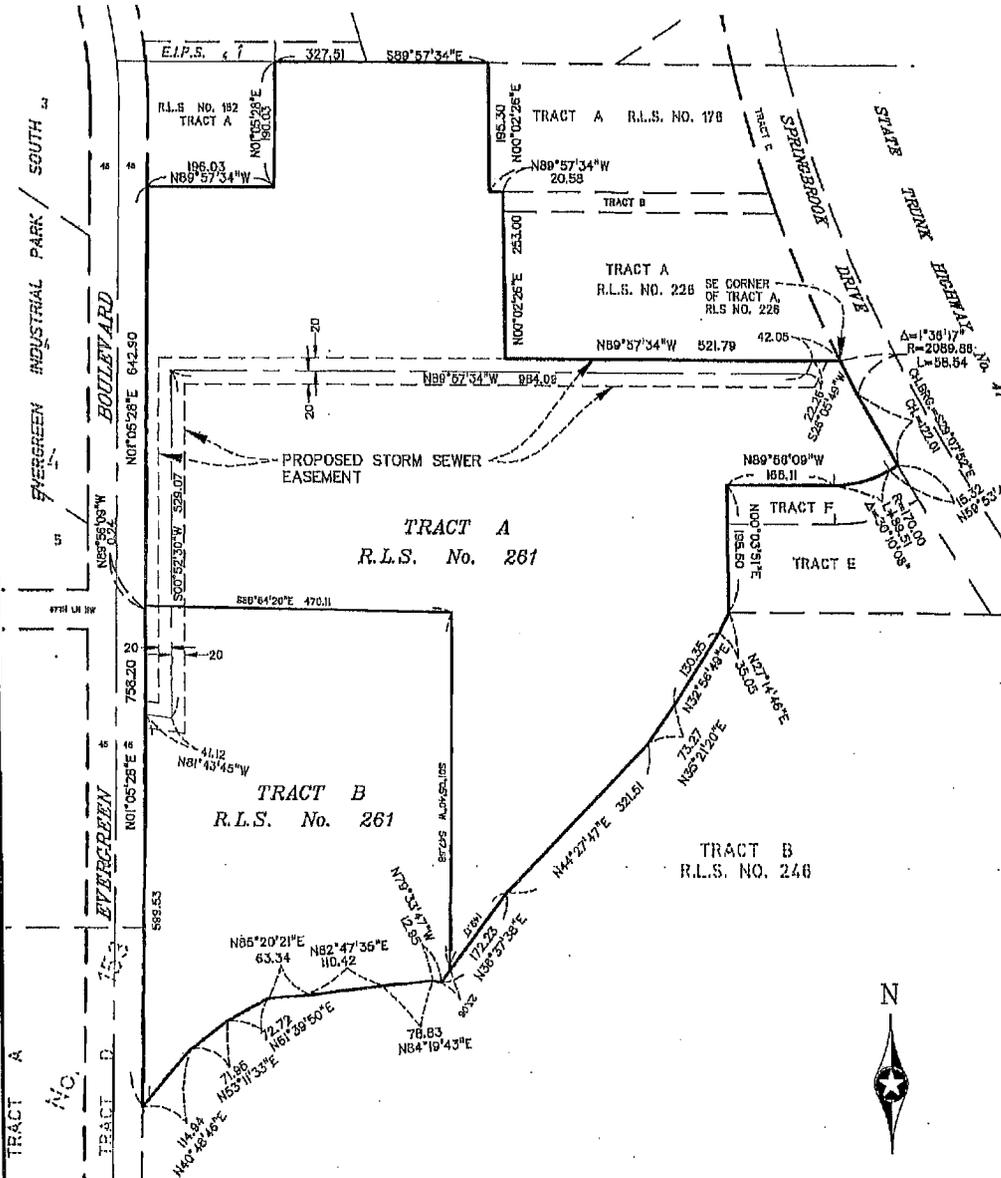
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Joan Lenzmeier, City Clerk

Easement Exhibit for: **MAGNUM COMPANIES**

REGISTERED LAND SURVEY NO. 261

Job # 0948.10-28 Dwg: 10XHIB3-ESMT  
Scale: 1"=200' Date: 7/08/2014



A 40 foot wide easement for storm sewer purposes over, under and across the following described property:

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

The center line of said easement is described as follows: Commencing at the southeast corner of Tract A, Registered Land Survey No. 226, Anoka County, Minnesota; thence North 89 degrees 57 minutes 34 seconds West, assumed basis of bearings, along the South line of said Tract A, Registered Land Survey No. 226, a distance of 42.05 feet to the point of beginning of the line to be described; thence South 26 degrees 05 minutes 49 seconds West, a distance of 22.26 feet to intersect a line parallel with and 20.00 feet southerly of said South line; thence North 89 degrees 57 minutes 34 seconds West, a distance of 984.09 feet; thence South 0 degrees 52 minutes 30 seconds West, a distance of 529.07 feet; thence North 81 degrees 43 minutes 45 seconds West, a distance of 41.12 feet to the West line of Tract B, Registered Land Survey No. 261 and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the South line of said Tract A, Registered Land Survey No. 226 and the West line of Tract B, Registered Land Survey No. 261.

**Oliver Surveying & Engineering, Inc.**

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