

## **TEMPORARY EASEMENT**

**THIS INDENTURE** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between STACY SCOTT BLAIR, a single person, herein referred to as “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 for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowner hereby gives and grants unto the City a 468.74 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right 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.

Said temporary construction easement is over a portion of Landowners property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

A strip of land 5.00 feet in width lying northerly of and immediately adjacent to the north right-of-way line of Northdale Boulevard, beginning at the most southwest corner of Lot 1 Block 1 Hovland-Lacina Addition, according to the plat thereof (929364); thence 48.24 feet along a non-tangential curve concave to the southwest having a central angle of 2 degrees 18 minutes 41 seconds; thence South 67 degrees 01 minutes 20 seconds East a distance of 137.10 feet to the point of beginning; thence South 67 degrees 01 minutes 20 seconds East a distance of 94.13 feet and there ending.

Subject to easements of record.

### **EXEMPT FROM STATE DEED TAX**

**NOW, THEREFORE**, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the City’s 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.

2. Landowner reserves the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowner under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners property is subject.

6. 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, their successor or assign, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: \_\_\_\_\_  
Stacy Scott Blair

*[Signatures continue on following page]*

CITY OF COON RAPIDS

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Matt Stemwedel, City Manager

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

On this \_\_\_\_ day of \_\_\_\_\_, before me a Notary Public within and for said County, personally appeared Stacy Scott Blair, a single person.

\_\_\_\_\_  
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 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  
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Coon Rapids, Minnesota 55433  
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