

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between KEITH A. KEZAR AND TERRI L. KEZAR, husband and wife, 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 1,025 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 Landowner’s property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

A strip of land 10.00 feet in width, lying northerly of and immediately adjacent to the following described land.

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:

That part of the East 100.00 feet of the West 200.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

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 Landowner's property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowner's 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 Landowner's 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, 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.

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: _____
Keith A. Kezar

By: _____
Terri L. Kezar

[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 Keith A. Kezar and Terri L. Kezar, husband and wife.

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

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, 2015, between KEITH A. KEZAR AND TERRI L. KEZAR, 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 and 00/100 Dollars (\$1.00) 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, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

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:

That part of the East 100.00 feet of the West 200.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

The total area of said permanent easement to be 1,061 square feet.

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 turf areas 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.

By: _____
Keith A. Kezar

By: _____
Terri L. Kezar

[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 Keith A. Kezar and Terri L. Kezar, husband and wife.

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

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk