

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, 2016, between DANIEL E. GENGLER AND NANCY A. GENGLER, husband and wife, herein referred to as the “Landowners”, 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 Landowners in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do 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:

Commencing at the most south east corner of Lot 1 Block 7 Sand Creek Estates Second Addition, thence South 0 degrees 11 minutes 53 seconds West, a distance of 7.42 feet; thence South 66 degrees 38 minutes 41 seconds East, a distance of 182.88 feet to the point of beginning; thence continuing South 66 degrees 38 minutes 41 seconds East, a distance of 6.00 feet; thence at right angles 10.22 feet to the intersection of the northerly right of way of Northdale Boulevard; thence northwesterly along said right of way 6.00 feet; thence at right angles northeasterly to the point of beginning and there ending.

The total area of said permanent easement to be 61.33 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 Landowners 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 Landowners, their 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 Landowners, for themselves, their successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid and have good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowners have caused this agreement to be executed as of the day and year first above written.

By: _____
Daniel E. Gengler

By: _____
Nancy A. Gengler

[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 Dennis L. Jacobson and M. A. Jacobson, 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 _____, 2016.

Joan Lenzmeier, City Clerk