

## EASEMENT AGREEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, between MARY KAY KAYSER, a single person, 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 easement for drainage and utility purposes over, under and across the following described property:

A 5.00 foot drainage and utility easement over under and across that part of Lot 9 Block 3 Pheasant Ridge, Anoka County, Minnesota. Said easement being 5.00 feet easterly of the following described line. Said line described as follows:

Commencing at the Southeast corner of said Lot 10; thence North 13 degrees 57 minutes 02 seconds East, 71.50 feet; thence North 28 degrees 02 minutes 34 seconds East, 57.43 feet and there ending.

Said east line is prolonged or shortened to terminate at the existing northerly and southerly drainage and utility easement lines of said Lot 9, according to the plat thereof.

## 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, plantings, curbs and pavement as needed.

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.

*[Signatures on the following page]*



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.

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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