
GRANT OF PEDESTRIAN AND BICYCLE TRAIL EASEMENT

This grant of a pedestrian and bicycle trail easement (“Grant”) is made this _____ day of _____, 20____, by Capstone Homes, Inc., a business corporation under the laws of the State of Minnesota (hereinafter referred to as “Grantor”) to the **City of Ramsey**, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of real property situated in the County of Anoka, State of Minnesota, legally described as Lot 1, Block 2 Sweetbay Ridge, Anoka County, Minnesota (the “Property”); and

WHEREAS, Grantor wishes to grant and dedicate an easement for pedestrian and bicycle trail purposes for the benefit of the public, over, under, across and upon the Property in those areas legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Easement Area”).

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the parties agree as follows:

1. Easement Grant and Dedication. Grantor hereby grants, dedicates, conveys and quit claims to Grantee, its successors and assigns, a perpetual easement for pedestrian and bicycle trail purposes for the benefit of the public, over, under, across and upon the Easement Area.

2. Construction and Maintenance. Grantee is responsible for all costs to construct and repair the surface of sidewalk/trail and to provide for snow removal. Grantor shall maintain the grass and vegetation within the Easement Area in accordance with City ordinances, with the understanding that Grantee may, on occasion, cut the grass within the Easement Area. Grantee’s occasional maintenance of the grass within the Easement Area shall not relieve Grantor’s obligations under City ordinances.

3. Successors and Assigns. All of the provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Grantor and Grantee herein.

4. Headings. Paragraph headings used in this instrument are for convenience only, and shall not affect the construction of this Grant.

5. Entire Agreement. This instrument, and the Exhibits attached hereto, constitute the entire understanding of the parties hereto with respect to the transaction contemplated thereby, and supersede all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in the above-referenced documents, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

GRANTOR:

By: _____

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 20 __, by _____, the _____ of _____, a Minnesota _____, on behalf of the _____.

Notary Public

(Additional signatures on next page.)

Exhibit A

A permanent easement for trail purposes over, under and across the west 10.00 feet of the South 70.00 feet of the North 80.00 feet of Lot 1, Block 2, SWEETBAY RIDGE, Anoka County, Minnesota.