
PEDESTRIAN AND BICYCLE TRAIL EASEMENT

This grant of a pedestrian and bicycle trail easement is made this 26th day of May, 2015, by **John and Sharon Rowe**, husband and wife (“Grantors”), to the **City of Ramsey**, a Minnesota municipal corporation (“Grantee”).

Recitals

1. Grantors are the owners, as joint tenants, of real property legally described as Lot 1, Block 1, Rowe Second Addition, Anoka County, Minnesota (the “Property”).
2. Grantors wish 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** (the “Easement Area”).

Easement

For One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement Grant and Dedication. Grantors grant, dedicate, convey and quit claim 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. Grantors 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 Grantors’ 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 Grantors and Grantee herein.

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

5. Entire Agreement. This instrument, and the Exhibit(s) 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.

[Remainder of page left blank.]

GRANTEE:

City of Ramsey, a Minnesota municipal corporation

By: _____

Its: Mayor

ATTEST:

By: _____

Its: Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before this _____ day of _____, 2015, by Sarah Strommen, the Mayor, and Jo Thieling, the City Clerk, of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Ratwik, Roszak & Maloney, P.A.
730 Second Avenue South, Suite 300
Minneapolis, MN 55402
Telephone: (612) 339-0060
(JLL)

Exhibit A

A permanent easement for trail purposes over, under and across the most westerly 15 feet of Lot 1, Block 1, ROWE SECOND ADDITION, Anoka County, Minnesota.