
GRANT OF PEDESTRIAN AND BICYCLE TRAIL EASEMENT

This grant of a pedestrian and bicycle trail easement (“Grant”) is made this _____ day of _____, 20____, by Brookfield Land, LLC, a Minnesota limited liability company 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 Lots 7 & 8, Block 2 Brookfield 8th Addition, 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. Grantor is responsible for all costs to initially construct the trail but that after acceptance of the trail by the Grantee, the Grantee shall be responsible for the maintenance and repair of the surface of 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 20.00 foot wide perpetual easement for trail purposes over, under and across Lots 7 and 8, Block 2, BROOKFIELD 8TH ADDITION, Anoka County, Minnesota. The centerline of said easement is described as follows:

Beginning at the southeast corner of said Lot 8, Block 2; thence northwesterly a distance of 120.00 feet, along the northeasterly line of said Lot 8, Block 2, and said centerline there terminating.

SKETCH AND DESCRIPTION


~for~ **BROOKFIELD EIGHTH ADDITION**
 ~of~ **PROPOSED TRAIL EASEMENT**

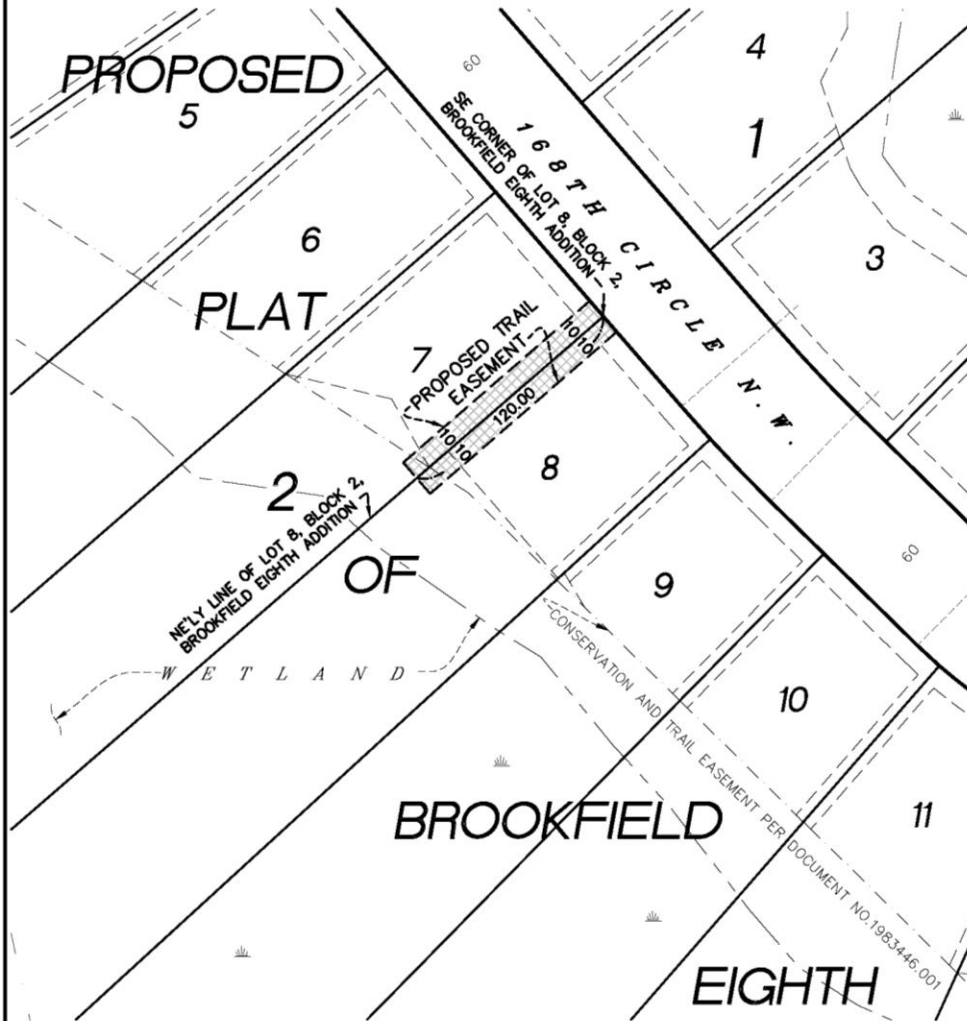
NOTE

The plat of BROOKFIELD EIGHTH ADDITION is not of record at this time.



LEGEND

 PROPOSED TRAIL EASEMENT (2,400 S.F.)



PROPOSED TRAIL EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for trail purposes over and across Lots 7 and 8, Block 2, BROOKFIELD EIGHTH ADDITION, Anoka County, Minnesota. The centerline of said easement is described as follows:

Beginning at the southeast corner of said Lot 8, Block 2; thence northwesterly a distance of 120.00 feet, along the northeasterly line of said Lot 8, Block 2, and said centerline there terminating.

Location: Ramsey

Scale 1" = 60' • Denotes Iron Monument Bearing Datum: County Job No. 16343PP Drwg By JEN

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

E. G. RUD & SONS, INC.

By: 
 Dated this 27th day of January, 2017, Minnesota, License No. 41578

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