

ORDINANCE #17-15

**CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

**AN ORDINANCE VACATING THE PEDESTRIAN TRAIL EASEMENT ON LOT 6,
BLOCK 3, WILDLIFE SANCTUARY THIRD ADDITION**

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, and Minnesota Statutes 412.851.

SECTION 2. VACATION

The following described dedicated pedestrian trail easement as indicated by Anoka County Document No. 2066476.006 attached hereto is hereby vacated:

The easterly 7½ feet of Lot 6, Block 3, Wildlife Sanctuary Third Addition, Anoka County, Minnesota.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 3.9.

PASSED by the City Council of the City of Ramsey, Minnesota the 14th day of November, 2017.

Mayor

ATTEST:

City Clerk

Introduction date: October 24, 2017
Posting dates: October 24 – November 14, 2017
Adoption date: November 14, 2017
Publication date: November 17, 2017
Effective date: December 18, 2017



Record ID 2630237

CERTIFICATION

State of Minnesota)
)
County of Anoka)
)
City of Ramsey)

2066476.006

I hereby certify that the foregoing Pedestrian Trail Easement Agreement between the City of Ramsey, Minnesota, and Joshua L. and Shawna Dvorak is a true and correct copy of an agreement entered into, as disclosed by the records of said City in my possession. Said Agreement was approved by the Ramsey City Council on June 12, 2012.

Dated this the 12th day of June 2013.


Jo Ann M. Thieling, City Clerk



PEDESTRIAN TRAIL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration as defined below, JOSHUA L. DVORAK and SHAWNA DVORAK, husband and wife, "LANDOWNERS", hereby grant, sell, and convey to the CITY OF RAMSEY, a Minnesota municipal corporation, "CITY", a perpetual easement and right-of-way for trail purposes, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, under and upon the real property, in Anoka County, Minnesota described as follows:

The easterly 7½ feet of Lot 6, Block 3, Wildlife Sanctuary 3rd Addition, Anoka County, Minnesota,

(the "Trail Easement")

EXEMPT FROM STATE DEED TAX

Easement Purpose.

The Trail Easement shall be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The Trail Easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the Trail Easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Trail Easement area unless written approval is granted by the CITY.

Hazardous Substances.

The CITY shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or 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 Trail Easement or adjacent property prior to the date hereof.

Liability and Indemnification.

The City hereby agrees to indemnify and save the Land Owner harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors an agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of Land Owner.

No Waiver of Governmental Immunity.

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 Statute Chapter 466.

Disposal of Excavated Material.

Further, the right is hereby granted to the CITY to remove or otherwise dispose of all earth or other material excavated from the Trail Easement area as the CITY may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Trail Easement.

Warrant of Title.

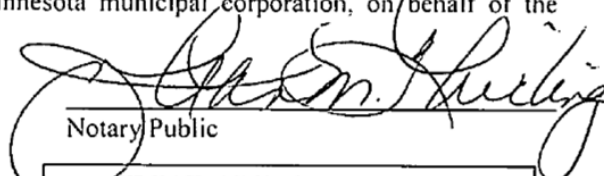
LANDOWNERS covenant that they are the owners of Lot 6, Block 3, Wildlife Sanctuary Addition, Anoka County, Minnesota (the "LANDOWNERS' Property") and have the right, title, and capacity to grant the Trail Easement over and across LANDOWNERS' Property.

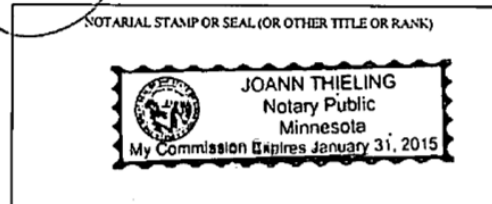
Consideration for Grant of Trail Easement.

The CITY has previously constructed on the LANDOWNERS' Property a blacktop trail originally intended to provide CITY'S utility maintenance crews access to a sanitary sewer manhole on LANDOWNERS' Property. Said manhole was never constructed so the CITY has determined that the portion of the blacktop trail outside the Trail Easement is not necessary and can be removed. If in the future a manhole is required in this area, the CITY agrees to install the manhole within the Trail Easement and to pay for all repairs needed outside the Trail Easement. In consideration for the Trail Easement, the CITY agrees to remove the said blacktop trail outside the Trail Easement and restore the disturbed area by establishing turf on said disturbed area. The turf establishment shall consist of removal of the blacktop trail, placement of a minimum of 4" of topsoil, followed by the placement of lawn quality sod. LANDOWNERS will be responsible for irrigation and maintenance as necessary to ensure the successful establishment of the turf. The blacktop removal and turf establishment will be completed by the CITY within 15 business days of LANDOWNERS' signatures on this Agreement.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 12th day of June, 2013, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

RANDALL GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

ANOKA COUNTY MINNESOTA

Document No.: 2066476.006 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 08/12/2013 1:37:00 PM

Fees/Taxes In the Amount of: \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MAH, Deputy

Record ID: 2630237