
DRAINAGE AND UTILITY EASEMENT AGREEMENT

2-01, LLC, a limited liability company under the laws of the State of Minnesota, "LANDOWNER," hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY,"** and to **ANOKA COUNTY, a political subdivision of the State of Minnesota, "COUNTY,"** a perpetual easement for the public purposes described in paragraph 1 below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota, described as follows:

See attached **Exhibit A** for legal description (the "Easement Area")

EXEMPT FROM STATE DEED TAX

- 1. Easement Purposes.** The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system, and such other public utilities as deemed necessary by the **CITY** and the **COUNTY**, and uses incident thereto.

- 2. Hazardous Substances.** The **CITY** and the **COUNTY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and 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 Easement Area or adjacent property prior to the date hereof.

3. **Liability and Indemnification.** To the extent allowed by law, the **CITY** hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney's fees, incurred in connection with or arising out of the use of the Easement Area by the **CITY**, it's contractors and agents, or the general public, for the purposes granted herein, excluding, however, from such indemnity any loss resulting from acts of **LANDOWNER**.

4. **No Waiver of Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the **CITY** and the **COUNTY** 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 **COUNTY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. **Disposal of Excavated Material.** The right is hereby granted to the **CITY** and the **COUNTY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** and the **COUNTY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. **Granting Clause.** **LANDOWNER** covenants that it is the fee owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement Agreement to be executed on this the _____ day of _____, 20____

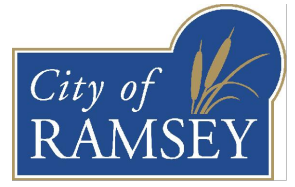
2-0I, LLC

By: _____
Its: Chief Manager

EXHIBIT A

PROPOSED EASEMENT

LOT 1, BLOCK 1, THE DIAMONDS



Proposed Easement Description:

A perpetual easement for public drainage and utility purposes over, under and across the southwesterly 250.00 feet of LOT 1, BLOCK 1, THE DIAMONDS, Anoka County, Minnesota, as measured at right angles to the southwesterly line of said Lot 1.

