

Date: _____, 2019

TRAIL EASEMENT

THIS TRAIL EASEMENT is made effective as of August ____, 2019 (the “**Effective Date**”) by AM EX, LLC, a Minnesota limited liability company and SLP EX, LLC, a Minnesota limited liability company (collectively “**Owner**”) to CITY OF RAMSEY, a Minnesota municipal corporation (“**City**”), in accordance with the following:

WITNESSETH:

WHEREAS, Owner is the fee owner of the real property situated in the County of Anoka, State of Minnesota, legally described as Outlot A, Amsterdam Extension (the “**Property**”); and

WHEREAS, Owner wishes to grant a permanent, non-exclusive easement for trail purposes over and across and upon that part of the Property legally described and depicted on Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

NOW, THEREFORE, Owner, in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by Owner, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Grant of Easement. Owner hereby grants to the City a perpetual, non-exclusive easement for public trail purposes (“**Easement**”), over and across and upon the Easement Area.
2. Scope of Easement Rights. This easement includes the right of the City, its contractors, employees, agents and assigns to:
 - a. locate, construct, reconstruct, operate, maintain, inspect, alter and repair within the Easement Area, a public trail and associated facilities, such as pathways, directional signage and landscaping; and
 - b. cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation that in the City’s judgment unreasonably interfere with the Easement.

The City shall restore any damage to the Property during the use of its easement rights set forth above to the same condition that existed prior to such use.

3. Warranty of Grantor. The Owner warrants that it is the owner of a fee simple interest in the Property, that it has the right to grant this Easement, and that the Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, except for those filed of record with the County Recorder or Registrar of Deeds for Anoka County, Minnesota.

4. Easement Runs with Land. This Easement runs with the land and is binding on the Owner, its heirs, successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement is made effective as of the Effective Date.

AM EX, LLC
a Minnesota limited liability company

By: _____
Jeffrey R. Peterson
Its: President

SLP EX, LLC
a Minnesota limited liability company

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Jeffrey R. Peterson, the President of each of AM EX, LLC, a Minnesota limited liability company and of SLP EX, LLC, a Minnesota limited liability company, on behalf of each limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY
(NAME AND ADDRESS):

Messerli & Kramer P.A.
Attn: John D. Lang, Esq.
100 South Fifth Street, Suite 1400
Minneapolis, MN 55402
612-672-3600

EXHIBIT A

Easement Area