

## **GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY**

**Friday, August 5, 2016  
Special Meeting  
Grand Rapids City Hall**

NOTICE IS HEREBY GIVEN, that a special meeting of the Grand Rapids Economic Development Authority will be held in the Meeting Room 2A in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Friday, August 5, 2016 immediately following the closed session being held at 8:00 am.

### **AGENDA**

1. Call to Order
2. Call of Roll
3. Consider approving an easement for utility purpose within the Block 20/21 site.
4. Adjourn

#### **GREDA Members/terms:**

Dale Christy – 12/31/16 (with council term)  
Rick Blake – 12/31/18 (with council term)  
Mike Przytarski – 3/1/21  
Cory Jackson – 3/1/17  
Mike Stefan – 3/1/18  
Chris Lynch – 3/1/19  
Sholom Blake – 3/1/19

## EASEMENT

THIS INSTRUMENT is made by the Grand Rapids Economic Development Authority, a public body corporate and politic and Minnesota political subdivision, Grantor, in favor of the City of Grand Rapids, a Minnesota municipal corporation, Grantee.

### Recitals

A. Grantor is the fee owner of the following described property in Itasca County, Minnesota (the "Property"):

All of the following tracts located in the Plat of Grand Rapids, Itasca County, Minnesota:

S ½ of Block 20 less the W. 220', and W. ½ of vacated 2<sup>nd</sup> Avenue E. lying adjacent to the south 125' of Block 20;

AND

That portion of Lots 1-4, Lots 20-24 and the vacated N-S alley, all within Block 21, lying S. and W. of a line extending from a point along the E. boundary of Block 21, 30' N. of the S.E. corner of Lot 1, Block 21 to a point along the W. boundary of Block 21, 130' N. of the S.W. corner of Lot 24, Block 21;

AND

The E. ½ of vacated 2<sup>nd</sup> Avenue E. lying adjacent to: Lots 20-24, Block 21;

AND

That portion of the W. ½ of Lot 20, Block 21 lying N.E. of a line extending from a point along the E. boundary of Block 21, 30' N. of the S.E. corner of Lot 1, Block 21 to a point along the W. boundary of Block 21, 130' N. of the S.W. corner of Lot 24, Block 21;

AND

That portion of vacated 2<sup>nd</sup> Street N. lying adjacent to Blocks 21 and 24 and lying N.E. of the following described line:

Beginning at a point along the N. line of Block 24 lying 105' W. of the N.E. corner of said Block thence northwesterly to the S.W. corner of Lot 24, Block 21 and there terminating.

B. Grantor desires to grant to the Grantee an easement according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A permanent easement for utility purposes over, under, across and through that part of the Property described as follows:

The northerly 35 feet of the easterly 80 feet of the South ½ of Block 20;

AND

The West ½ of the vacated 2<sup>nd</sup> Ave. E. lying adjacent to the south 125 feet of Block 20; less the westerly 20 feet of the North 100 feet of the South 115 feet therein;

AND

The southerly 15 feet of the easterly 80 feet of the South ½ of Block 20;

AND

A portion of the East ½ of the vacated 2<sup>nd</sup> Avenue East lying south of a westerly extended south line of Lot 19, Block 21 and lying north of a westerly extended south line of Lot 24, Block 21 and lying west of the following described line:

Beginning at a point along the westerly extended south line of Lot 24, Block 21 lying seven feet (7') west of the southwest corner of said Lot 24, thence northwesterly to a point along the westerly extended south line of Lot 19, Block 21 lying fifteen feet (15') west of the southwest corner of said Lot 19 and there terminating.

2. Scope of Easement. The permanent utility easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area a storm sewer, sanitary sewer, water facilities, or other public facilities or improvements of any type that are not inconsistent with a public utility use.

The easement granted herein also include the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee 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 that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

GRAND RAPIDS ECONOMIC DEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ and \_\_\_\_\_, the President and Executive Director of the Grand Rapids Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

This document drafted by:  
Kennedy & Graven, Chartered (MNI)  
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200 South Sixth Street  
Minneapolis, MN 55402  
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