

**BEMIDJI AREA SCHOOLS  
BEMIDJI, MINNESOTA**

**DATE: DECEMBER 20, 2021**

**TO: BOARD OF EDUCATION**

**FROM: KRISI L. FENNER, CPA, DIRECTOR OF BUSINESS SERVICES**

**SUBJECT: PUBLIC RECREATIONAL TRAIL EASEMENT AGREEMENT**

**COMMENTS:**

The attached easement agreement between Bemidji Area Schools and the City of Bemidji will grant easement for the City's expansion of public recreational trails in our community. The current project will extend the bike trail from the Bemidji Skatepark along 23<sup>rd</sup> Street NW to the corner of Middle School Drive NW and 23<sup>rd</sup> Street NW and then run south along Middle School Drive to the BMS parking lot, tying in to the current sidewalk around the parking lot. The City will also construct a new crosswalk on Middle School Drive with flashing crossing lights. This will improve visibility and safety of students and other pedestrians crossing over to the soccer and baseball complex. There will be no financial cost or responsibility of the District to maintain these trails and our students and families will benefit from safe access to public recreational trails around the Middle School.

The Facilities Committee, our Bemidji Schools Environmental Services Coordinator, and Bemidji Middle School Administration have worked closely with the City of Bemidji Engineering Department to discuss this project and the impact of the easement agreement. All parties are in support of this partnership with the City of Bemidji to improve and expand public recreational trails.

**ACTION:**

The motion was offered by \_\_\_\_, seconded by \_\_\_\_, and carried ( ) to approve the Public Recreational Trail Easement Agreement.

## **PUBLIC RECREATIONAL TRAIL EASEMENT AGREEMENT**

**This Easement Agreement** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Independent School district No. 31**, a municipal corporation under the laws of the State of Minnesota, Grantor, and the **City of Bemidji, Minnesota**, a municipal corporation under the laws of the State of Minnesota, Grantee.

**WITNESSETH**, that said Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, and for further benefits to be derived by the Grantor's property as a result of public recreational trail improvements, does hereby grant and convey to the Grantee, its successors and assigns, forever, a perpetual easement over and upon the following described premises situated in the County of Beltrami and State of Minnesota, to wit:

SEE EXHIBIT A

(herein the "Easement Property"),

### **EXEMPT FROM STATE DEED TAX**

#### **THE PURPOSE AND INTENT OF THIS EASEMENT IS TO:**

Establish, construct, operate, and maintain an all seasons, multi-purpose recreational trail on, over and across the Easement Property for non-motorized public use.

#### **FURTHER COVENANTING, THE GRANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS:**

1. Grant and convey to Grantee, its successors and assigns, all grasses, shrubs, trees and natural growth now existing on said Easement Property or that may be hereafter planted or

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grown thereon; and the right to remove and use earth and other materials lying within the parcel of land hereby conveyed.

2. Release the Grantee, its successors and assigns, from all claims for any and all damages to the lands through and across which the Easement Property granted is located, by reason of the easement herein conveyed. Nothing contained herein shall be deemed a waiver by the Grantee of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Grantor, its successors and assigns, shall be subject to any governmental immunity defenses of the Grantee and the maximum liability limits provided in Minnesota Statutes Chapter 466.

3. Grant to the Grantee the right to install and maintain a fence along the boundary line between the above-described Easement Property and Grantor's other property.

4. Grantor shall not construct any building, fencing, structures or other improvements on the Easement Property without the express written consent of the Grantee or its successors and assigns.

5. Convey to the Grantee, its successors and assigns, the right to post such signs along the Easement Property as are deemed necessary and suitable to delineate the Easement Property and locate it for public recreational trail use, and for purposes of operating said recreational trail.

6. The Grantee shall also have a temporary construction easement in and across the adjacent property of Grantor for purposes of construction of the recreational trail improvements including accommodation of the construction equipment, materials, and excavated earth. Said temporary construction easement shall be in addition to any other grant of access or temporary

easement. This temporary easement to expire **ninety (90) days** after completion of the recreational trail construction.

**THE GRANTOR RESERVES TO ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS:**

1. The right to use any existing roads and utility lines. If there is no existing road or utility line across the Easement Property, the Grantor shall have the right to construct one road and one set of utility lines across the Easement Property at a location approved in writing by the Grantee or its successors and assigns.

2. The right to enter upon the Easement Property for any lawful purpose provided there is no interference with the use of said Easement Property by the Grantee, its successors and assigns, in the maintenance and operation of a multi-purpose recreational trail.

**Grantor, for itself, its successors and assigns, does hereby covenant with the City, its successors and assigns, that it is the owner of and well seized in fee of the lands and premises above-mentioned and has the right, title and capacity to grant and convey the easement and right—of-way herein to the Grantee.**

**Grantee does hereby covenant that it will defend and indemnify Grantor and its officers, employees, and agents from any loss, injury, or damages arising from or related to the use of the Easement Property for the purposes enumerated herein, except to the extent it is finally judicially determined that such loss, injury, or damages have resulted from the negligence or willful misconduct of the Grantor.**

IN TESTIMONY WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

**GRANTOR**  
**Independent School District No. 31**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its Chair

\_\_\_\_\_  
By: \_\_\_\_\_  
Its Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF BELTRAMI    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ and \_\_\_\_\_, the Chair and Clerk, respectively, of **Independent School District No. 31**, a Municipal Corporation under the laws of the State of Minnesota, on behalf of the Municipal Corporation, Grantor.

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

**IN TESTIMONY WHEREOF**, the said Grantee has hereunto set its hand the day and year first above written.

**GRANTEE**  
**City of Bemidji**

\_\_\_\_\_  
By: Jorge S. Prince  
Its Mayor

\_\_\_\_\_  
By: Nathan Mathews  
Its City Manager

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF BELTRAMI    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jorge S. Prince and Nathan Mathews, the Mayor and City Manager, respectively, of **City of Bemidji**, a Municipal Corporation under the laws of the State of Minnesota, on behalf of the Municipal Corporation, Grantee.

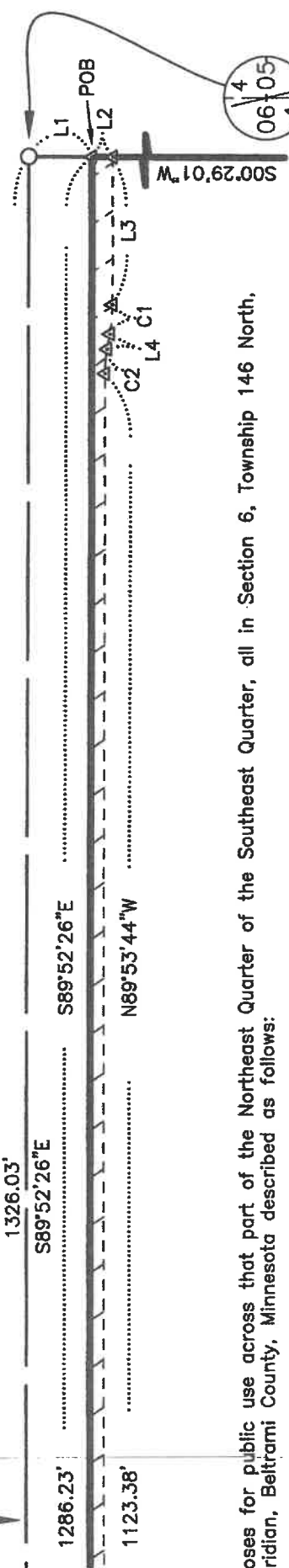
\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
ALAN R. FELIX (#0150988)  
Bemidji City Attorney  
317 4<sup>th</sup> Street NW  
Bemidji, MN 56601  
(218) 759-3575

# CERTIFICATE OF SURVEY

BELTRAMI COUNTY, MINNESOTA  
SECTION 6; T146N, R33W

NORTH LINE OF NE1/4 OF SE1/4 OF SECTION 6



uses for public use across that part of the Northeast Quarter of the Southeast Quarter, all in Section 6, Township 146 North, Ridian, Beltrami County, Minnesota described as follows:

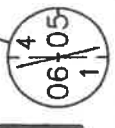
of said Section 6; thence on an assumed bearing of South 00 degrees 29 minutes 01 seconds West along the east line of said the POINT OF BEGINNING of the easement to be described; thence continuing South 00 degrees 29 minutes 01 seconds West feet; thence North 89 degrees 53 minutes 44 seconds West 93.79 feet; thence northwesterly 19.00 feet along a tangential curve as of 110.00 feet, and a central angle of 09 degrees 53 minutes 54 seconds; thence North 80 degrees 00 minutes 00 seconds of 9.76 feet; thence northwesterly 15.54 feet along a tangential curve concave to the southwest, having a radius of 90.00 feet; minutes 54 seconds; thence North 89 degrees 53 minutes 44 seconds West, tangent to said curve, a distance of 1123.38 feet; tangential curve concave to the southeast, having a radius of 5.00 feet, and a central angle of 90 degrees 00 minutes 00 minutes 36 seconds West, tangent to said curve, a distance of 83.77 feet; thence southeasterly 24.13 feet along a tangential plus of 90.00 feet, and a central angle of 15 degrees 21 minutes 26 seconds; thence South 15 degrees 00 minutes 00 seconds of 63.57 feet; thence southerly 56.29 feet along a tangential curve concave to the west, having a radius of 215.00 feet, and a 00 seconds; thence South 00 degrees 00 minutes 00 seconds East, tangent to said curve, a distance of 395.04 feet; thence 00 seconds; thence South 00 degrees 00 minutes 00 seconds East, having a radius of 60.00 feet, a central angle of 80 degrees 24 minutes 46 seconds; seconds East 20.46 feet; thence northeasterly 52.61 feet along a non-tangential curve concave to the northwest, having a 75 degrees 21 minutes 25 seconds, and the chord of said curve bears South 37 degrees 40 minutes 42 seconds West 48.90 es 00 seconds East, tangent to said curve, a distance of 395.04 feet; thence northwesterly 51.05 feet along a tangential curve of 63.57 feet; thence northwesterly 23.03 feet along a tangential curve concave to the east, having a radius of 110.00 feet, and es 43 seconds; thence northerly 103.86 feet along a non-tangential curve concave to the west, having a radius of 117284.33 minutes 03 seconds, and the chord of said curve bears North 00 degrees 13 minutes 42 seconds East 103.86 feet; thence ds East a distance of 1286.23 feet to the POINT OF BEGINNING.

reservations of record, if any.

CHORD	LINE TABLE
N84°56'52"W 18.97'	L1 40.00' S00°29'01"W
N84°56'52"W 15.52'	L2 12.92' S00°29'01"W
S45°13'56"W 7.06'	L3 93.79' N89°53'44"W
S07°19'12"E 24.06'	L4 9.76' N80°00'00"W
S07°30'00"E 56.13'	L5 83.77' S00°21'36"W

### LEGEND

- IRON MONUMENT SET
  - 1/2" REBAR CAPPED 50729
  - △ IRON MONUMENT FOUND
  - △ COMPUTED POSITION (NOTHING SET)
- PROPERTY LINE
- SECTION LINE



BELTRAMI COUNTY  
MONUMENT

