

DRAINAGE AND UTILITY EASEMENT

AGREEMENT made this _____ day of _____, 20____ by and between **Wilds on Wayzata LLC** ("Grantor") and the City of Long Lake, a municipal corporation under the laws of the State of Minnesota, and **Wilds on Wayzata Homeowners, LLC** ("Grantee").

WHEREAS, Grantors are the owners of the tract of land in the county of Hennepin, State of Minnesota, ("Grantor Tract") legally described as:

Addition name: UNPLATTED 35 118 23

Lot:

Block:

Approximate parcel size: IRREGULAR

Metes & Bounds: Common abbreviations

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NLY LINE OF MINN WESTERN R R R&W
WITH THE W LINE OF E 1/2 OF SE 1/4
TH N ALONG SAID W LINE 350 FT TH
DEFLECTING 67 DEG TO THE RIGHT 100
FT TO ACTUAL PT OF BEG TH CONT ALONG
LAST DESC COURSE TO THE SWLY LINE OF
STATE HWY NO 12 TH SELY ALONG SAID
HWY LINE TO A PT DIST 271.5 FT
NWLY MEAS ALONG SAID HWY LINE FROM
ITS INTERSEC WITH THE NLY LINE OF
SAID R R R&W TH DEFLECTING 98 DEG
35 MIN TO THE RIGHT 304.7 FT TH
NLY 207.4 TO BEG

Abstract or Torrens: ABSTRACT

Property Identification Number: **35-118-23-44-0001**

WHEREAS, for the benefit of the Grantee Tract, Grantee, and the City desire to obtain, and Grantor desires to grant, a permanent easement for drainage and utilities, ingress and egress purposes over, upon and across that part of the Grantor Tract legally described as:

An easement for ingress and egress purposes over, under and across the properties as required by the City of Long Lake (property easement area description).

PID.: **35-118-23-44-0001** (the Easement Area").

It is expressly understood that this is an underground easement for drainage, sewer, water, gas, internet, cable and electric service lines, and that no public utility facilities, structures or other improvements of any kind shall be located above grade, as said grade is now or hereafter established.

NOW WHEREFORE, in consideration of the above recitals and the terms and covenants of this agreement, the parties agree as follows:

1. Conveyance of Easement – Grantor hereby grants to Grantee and the City, their respective successors and assigns, a permanent easement (the “Easement”) over, across and upon the Easement Area for access, ingress, and egress purposes and use, including but not limited to a full and free right and authority (but not the obligation) of the City to enter upon and use the Easement Area to construct, install, maintain and repair improvements related to such drainage and utility rights, which Easement shall benefit Grantee Tract and the City. If the City damages any sod on the Easement Area, excluding any road or driveway area as the same is paved or otherwise laid-out and travelled, and excluding the area of any related curb, gutter, ditch or other related improvements, then the City shall have the obligation to repair or restore such sod to its condition existing prior to the occurrence of the damage caused by the City.
2. Duration. The Easement shall be permanent and perpetual and shall inure to the benefit of and binding upon the parties hereto and their successors and assigns, and the Easement shall run with the land.
3. Restrictive Covenant. Grantor hereby agrees that it will not perform or allow or cause the construction of any improvements on the Easement Area or use the Easement Area in any way which could damage or obstruct the improvements made to the Easement Area by or for Grantee or interfere with Grantee’s use of the Easement Area or with Grantee’s access to the Easement Area or any other right of Grantee hereunder.
4. Miscellaneous. The headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision or paragraph hereof. The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. If any provision of the Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, Grantors have executed this Agreement effective the day first stated above.

GRANTORS

Wilds on Wayzata

[illegible]

The forgoing instrument was acknowledged before me this _____ day of _____, 20____, by Wilds on Wayzata LLC.

Notary Public