

### GRANT OF SANITARY SEWER PERMANENT EASEMENT

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of March, 2021 by and between JR&R II, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota, Grantor, and the City of Marshall, a Minnesota municipal corporation under the laws of the State of Minnesota, Grantee, as follows:

WHEREAS, Grantor is the fee owner of the property legally described as "Easement No. 1" in Exhibit A (the "Property"); and

WHEREAS, the City of Marshall wishes to construct and install sanitary sewer pipe on the Property (the "Project") described herein and depicted as "Easement No. 1" in Exhibit B (the "Easement Area"); and

WHEREAS, Grantor, as owner of said Property and Easement Area, is hereby willing and able to grant said easement as requested.

THEREFORE, in consideration of sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor gives and grants to the Grantee, its permitted successors and assigns, the right to enter upon and occupy, and to construct and install sanitary sewer pipe owned by the Grantee. The described permanent easements are shown in Exhibit A and Exhibit B and referred to as the "Easement Area."
2. Grantor its successors and assigns, gives and grants to Grantee, its successors and assigns, the right in perpetuity, to maintain, operate, and use said sanitary sewer facilities within the Easement Area and the right when deemed necessary, to repair, replace and/or rebuild the same, as further described in this easement.
3. As an essential part of the consideration herein and by the acceptance of the grant of easement, said Grantee its permitted successors and assigns, further take said easement, subject to the condition and thereby covenants that upon the initial construction, improvement or repair of said public facilities, that it will restore and return said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

The Agreement herein as set-out, shall be construed as a covenant running with the remainder of the lands owned by the Grantor, and is binding upon said Grantor as the owner of said lands, and for Grantor, its successors and assigns, anyone claiming under them, or any of them, as owners or occupants thereof.

IN WITNESS WHEREOF, the Grantor has hereto set its hand the date and year first above written.

GRANTOR  
JR & R II, LLC

By: Brian Odegaard

Name: Brian Odegaard  
Its: Managing Member

STATE OF MINNESOTA     )  
  )ss  
COUNTY OF LYON         )

The foregoing instrument was acknowledged before me this 17 day of March, 2021, by Brian Odegaard as managing member of JR&R II, LLC, a Minnesota Limited Liability Company on behalf of said company.



Michele A Louwagie-Vermeire  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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Grantee hereby agrees to be bound by the terms and conditions of the grant of this easement.

GRANTEE: CITY OF MARSHALL

\_\_\_\_\_  
By: Robert J. Byrnes  
Its: Mayor

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

STATE OF MINNESOTA    )  
                                  )ss.  
COUNTY OF LYON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk for the City of Marshall, a municipal corporation under the laws of State of Minnesota, on behalf of the corporation.

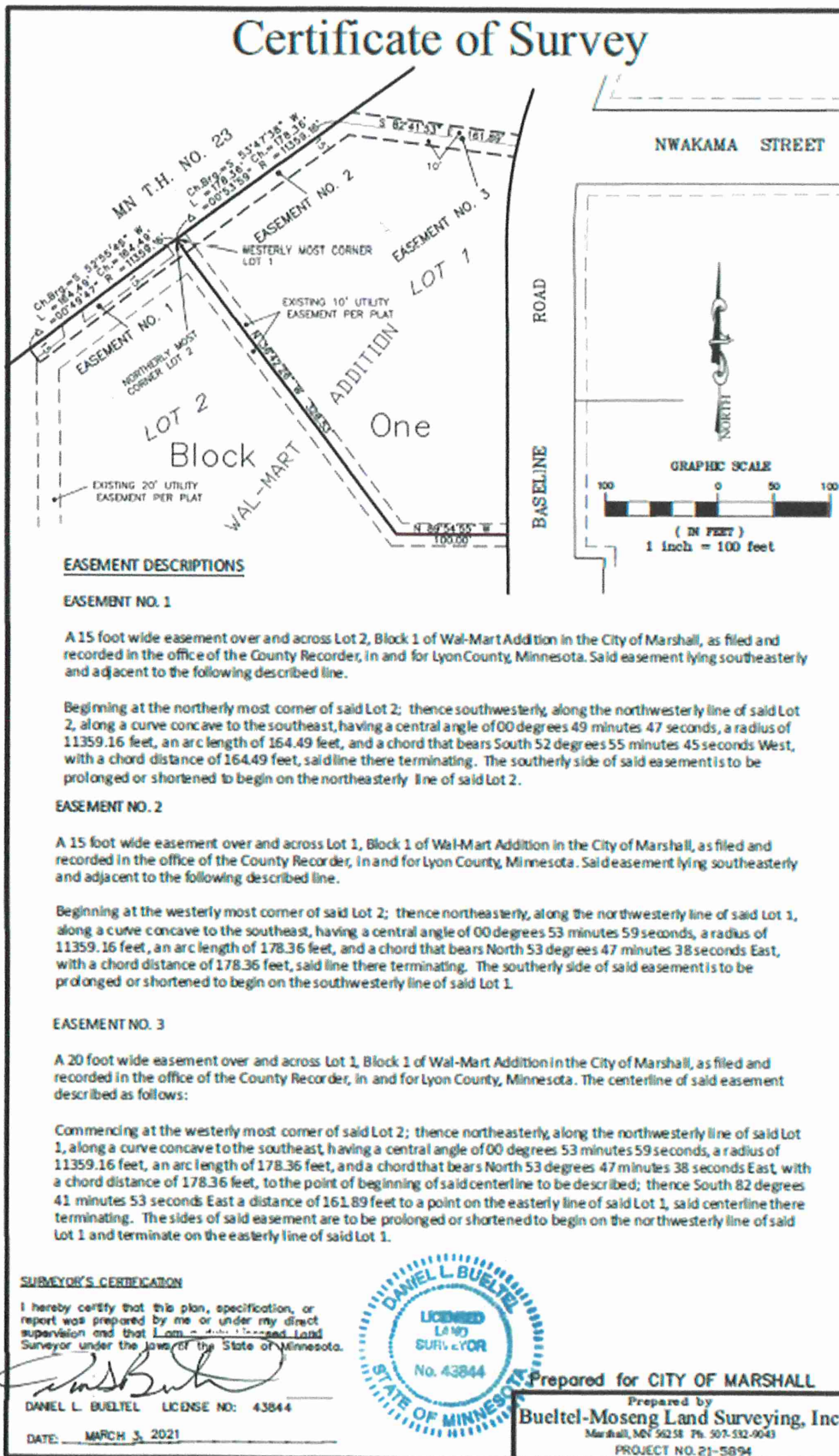
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY:  
  
QUARNSTROM & DOERING, P.A.  
MARSHALL CITY ATTORNEY  
By: Dennis H. Simpson  
109 South Fourth Street  
Marshall, MN 56258  
(507) 537-1441

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EXHIBIT A



**EASEMENT DESCRIPTIONS**

**EASEMENT NO. 1**

A 15 foot wide easement over and across Lot 2, Block 1 of Wal-Mart Addition in the City of Marshall, as filed and recorded in the office of the County Recorder, in and for Lyon County, Minnesota. Said easement lying southeasterly and adjacent to the following described line.

Beginning at the northerly most corner of said Lot 2; thence southwesterly, along the northwesterly line of said Lot 2, along a curve concave to the southeast, having a central angle of 00 degrees 49 minutes 47 seconds, a radius of 11359.16 feet, an arc length of 164.49 feet, and a chord that bears South 52 degrees 55 minutes 45 seconds West, with a chord distance of 164.49 feet, said line there terminating. The southerly side of said easement is to be prolonged or shortened to begin on the northeasterly line of said Lot 2.

**EASEMENT NO. 2**

A 15 foot wide easement over and across Lot 1, Block 1 of Wal-Mart Addition in the City of Marshall, as filed and recorded in the office of the County Recorder, in and for Lyon County, Minnesota. Said easement lying southeasterly and adjacent to the following described line.

Beginning at the westerly most corner of said Lot 2; thence northeasterly, along the northwesterly line of said Lot 1, along a curve concave to the southeast, having a central angle of 00 degrees 53 minutes 59 seconds, a radius of 11359.16 feet, an arc length of 178.36 feet, and a chord that bears North 53 degrees 47 minutes 38 seconds East, with a chord distance of 178.36 feet, said line there terminating. The southerly side of said easement is to be prolonged or shortened to begin on the southwesterly line of said Lot 1.

**EASEMENT NO. 3**

A 20 foot wide easement over and across Lot 1, Block 1 of Wal-Mart Addition in the City of Marshall, as filed and recorded in the office of the County Recorder, in and for Lyon County, Minnesota. The centerline of said easement described as follows:

Commencing at the westerly most corner of said Lot 2; thence northeasterly, along the northwesterly line of said Lot 1, along a curve concave to the southeast, having a central angle of 00 degrees 53 minutes 59 seconds, a radius of 11359.16 feet, an arc length of 178.36 feet, and a chord that bears North 53 degrees 47 minutes 38 seconds East, with a chord distance of 178.36 feet, to the point of beginning of said centerline to be described; thence South 82 degrees 41 minutes 53 seconds East a distance of 161.89 feet to a point on the easterly line of said Lot 1, said centerline there terminating. The sides of said easement are to be prolonged or shortened to begin on the northwesterly line of said Lot 1 and terminate on the easterly line of said Lot 1.

**SUBMEYOR'S CERTIFICATION**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Daniel L. Bueltel*  
DANIEL L. BUELTEL LICENSE NO: 43844

DATE: MARCH 3, 2021



Prepared for CITY OF MARSHALL

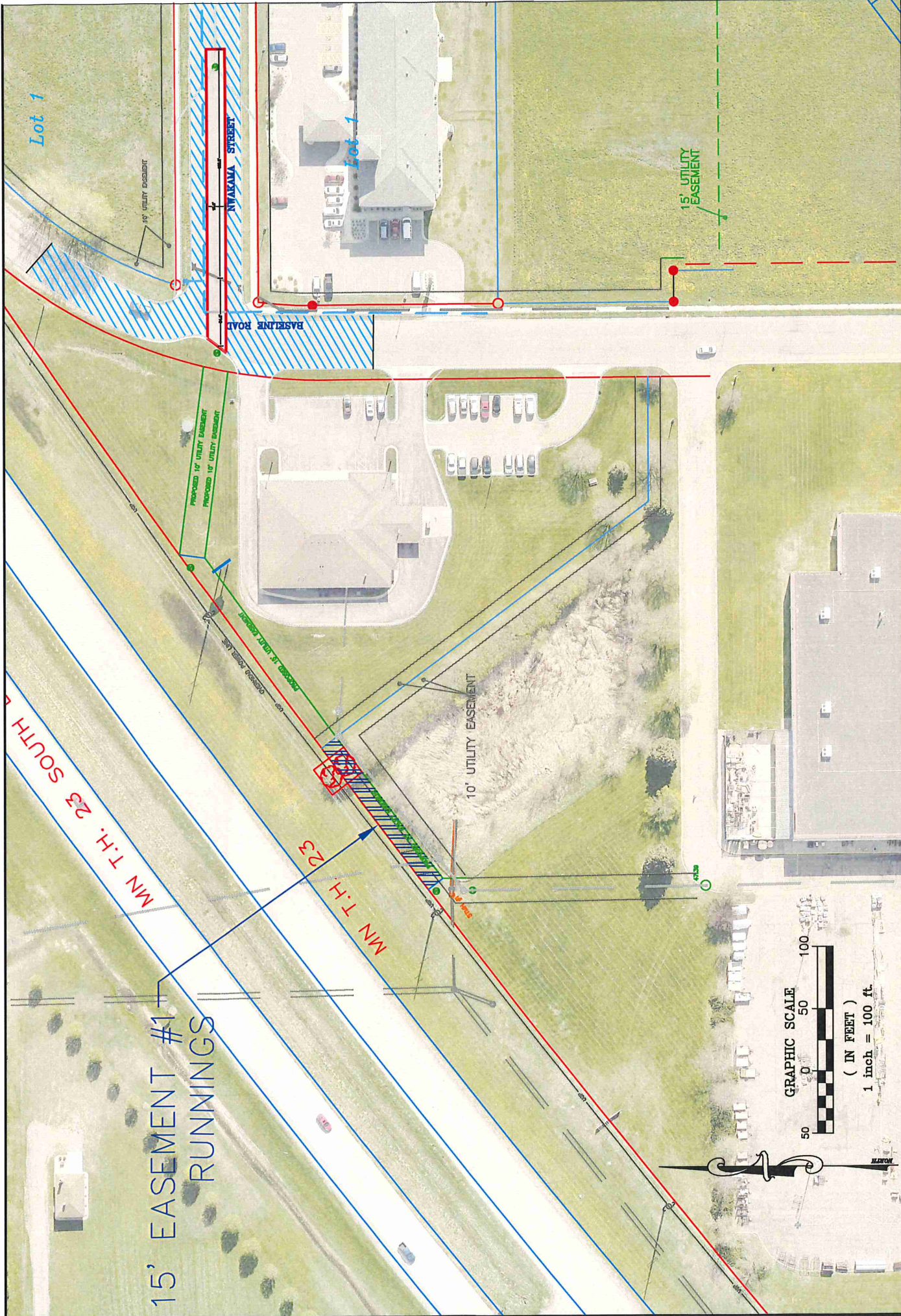
Prepared by  
Bueltel-Moseng Land Surveying, Inc.  
Marshall, MN 56258 Ph. 507-532-9043  
PROJECT NO. 21-5894

## EXHIBIT B

### EASEMENT NO. 1

A 15 foot wide easement over and across Lot 2, Block 1 of Wal-Mart Addition in the City of Marshall, as filed and recorded in the office of the County Recorder, in and for Lyon County, Minnesota. Said easement lying southeasterly and adjacent to the following described line.

Beginning at the northerly most corner of said Lot 2; thence southwesterly, along the northwesterly line of said Lot 2, along a curve concave to the southeast, having a central angle of 00 degrees 49 minutes 47 seconds, a radius of 11359.16 feet, an arc length of 164.49 feet, and a chord that bears South 52 degrees 55 minutes 45 seconds West, with a chord distance of 164.49 feet, said line there terminating. The southerly side of said easement is to be prolonged or shortened to begin on the northeasterly line of said Lot 2.



15' EASEMENT #1  
RUNNINGS

PROJECT NO.  
Z80

DATE  
03/08/2021

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Easement #1  
Runnings

ENGINEERING DEPARTMENT  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258



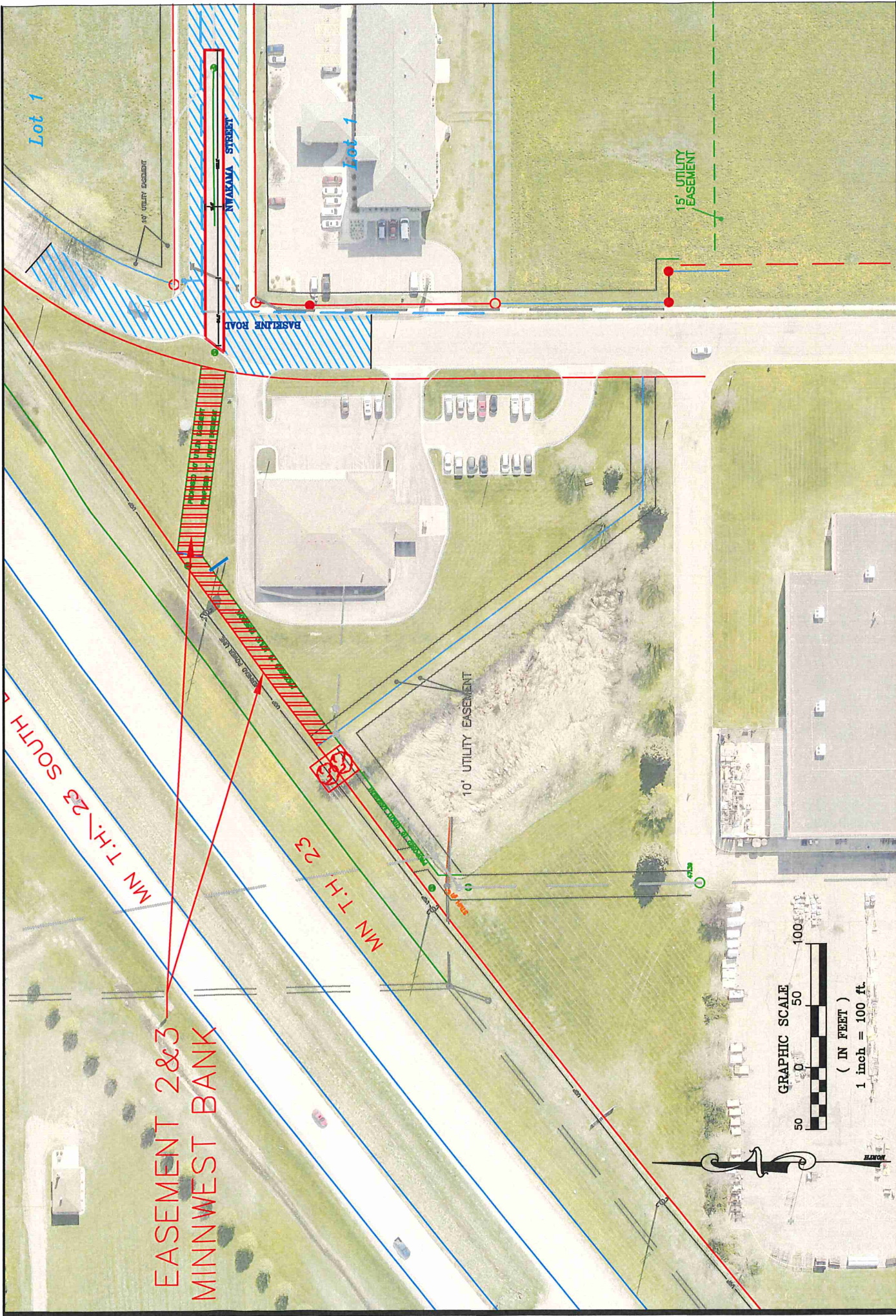
DESIGNED BY  
G.J.S.

DATE \_\_\_\_\_ LICENSE NO. 53522

REVISIONS:  
01 OF 01

GRAPHIC SCALE  
( IN FEET )  
1 inch = 100 ft.

MARSHALL



**EASEMENT 2&3  
MINNWEST BANK**

**MN T.H. 23 SOUTH**

**MN T.H. 23**

10' UTILITY EASEMENT

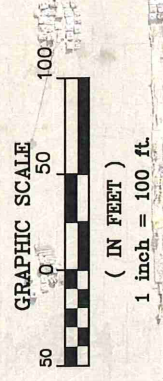
15' UTILITY EASEMENT

BASLINE ROAD

NIWAKAMA STREET

Lot 1

Lot 1



**ENGINEERING DEPARTMENT  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258**



**Easement #2 & #3**

**MINNWEST BANK**

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR  
ELECTRIC PLAN IS THE WORK OF ME OR UNDER MY  
SUPERVISION AND THAT I AM A DULY LICENSED  
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE \_\_\_\_\_ LICENSE NO. 53322

DATE  
**03/08/2021**

PROJECT NO.  
**Z80**

DESIGNED BY  
**G.J.S.**

SHEET NO.  
**01 OF 01**

REVISIONS: