

## GRANT OF SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Independent School District #413 (“**ISD**”), a Minnesota school district, in favor of the City of Marshall, a Minnesota municipal corporation (“**City**”).

### Recitals

- A. ISD is the fee owner of the real property located at 601 Southview Drive E. and legally described as follows (“**Property**”):

Lot 1, Block 1, Progress Addition, Lyon County, Minnesota.

- B. ISD desires to grant City a permanent easement over the portion of its Property shown on the map attached as Exhibit A, and legally describe in the attached Exhibit B (“**Easement Area**”), in accordance with the terms and conditions contained herein.

### Terms of Easement

1. Recitals and Exhibits. The above recitals and the attached exhibits are incorporated in and made part of this Instrument.
2. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ISD, ISD grants and conveys to City a perpetual, non-exclusive, easement for public sanitary sewer purposes over, under, across, and through that part of the Property described herein as the Easement Area.
3. Scope of Easement. The permanent, nonexclusive, sanitary sewer easement granted herein includes the right of City, its contractors, agents, and employees to enter the Property at all reasonable times for the purpose of locating, constructing, reconstructing, replacing, operating, maintaining, inspecting, altering, and repairing sanitary sewer facilities in the Easement Area. The easement granted herein also includes the right of City to, within the Easement Area, prohibit obstructions and to cut, trim, or remove such trees, shrubs, or other vegetation that, in City’s judgment, unreasonably interfere with its use or maintenance of the Easement Area or its sanitary sewer facilities.
4. Warranty of Title. ISD warrants that ISD is the fee owner of the Property and has the right, title, and capacity to convey to City the easement described herein.
5. Environmental Matters. City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys’ 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 which may have existed on, or which

relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Binding Effect. The terms and conditions of this Instrument shall run with the land and are binding on ISD and ISD's successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

INDEPENDENT SCHOOL DISTRICT #413

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

STATE OF MINNESOTA )  
)  
COUNTY OF LYON )

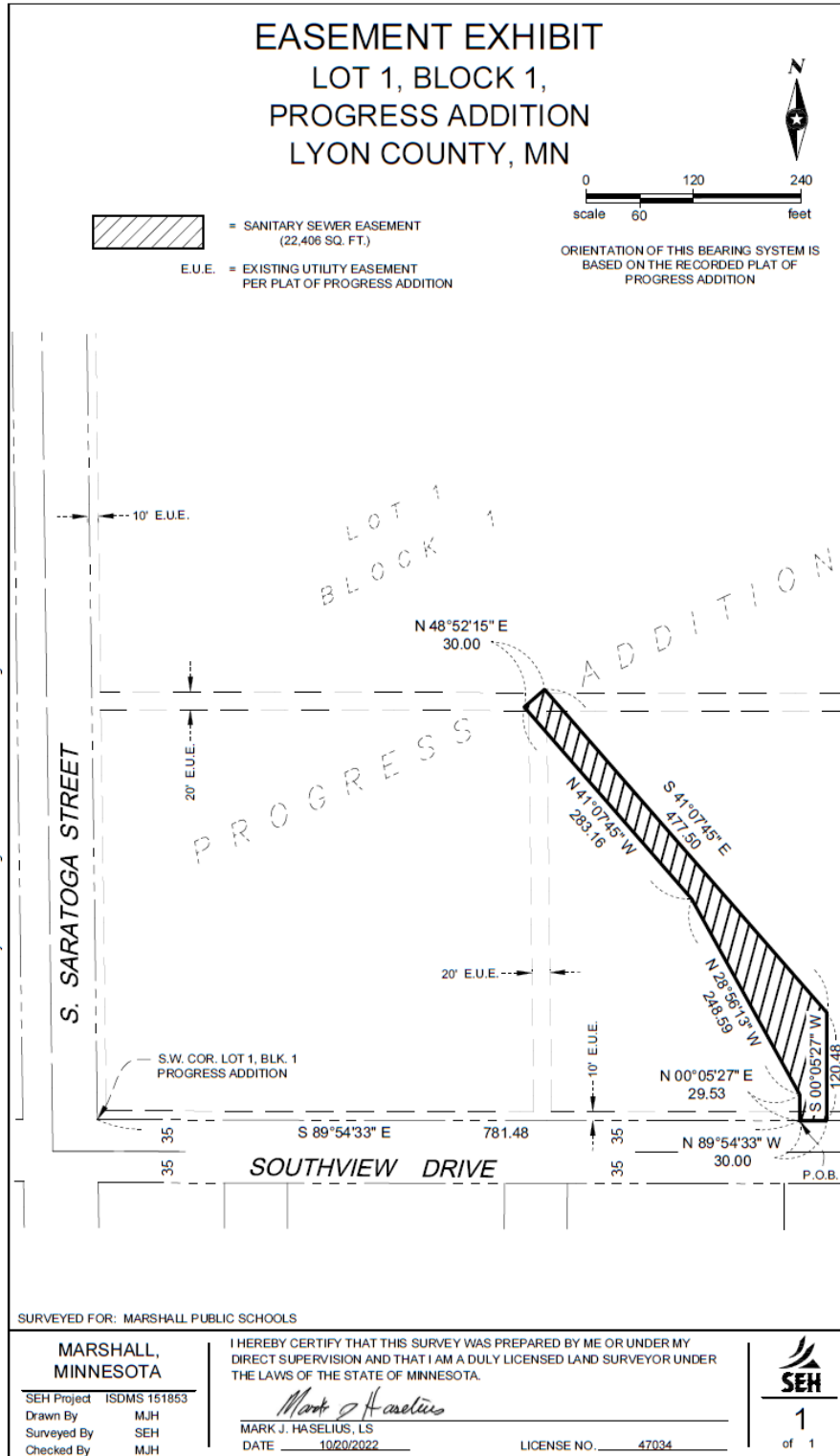
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ respectively of Independent School District #413, on behalf of the School District.

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

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered  
700 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A**  
**Map of Easement Area**



**Exhibit B**  
**Legal Description of Easement Area**



Building a Better World  
for All of Us®

Sanitary Sewer Easement

A public utility easement, for sanitary sewer and access purposes, over, under and across part of Lot 1, Block 1, PROGRESS ADDITION, according to the plat thereof, on file and of record in the office of the County Recorder, Lyon County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 1, thence South 89 degrees 54 minutes 33 seconds East along the south line of said Lot 1, a distance of 781.48 feet to the point of beginning of said public easement; thence North 00 degrees 05 minutes 27 seconds East 29.53 feet; thence North 28 degrees 56 minutes 13 seconds West 248.59 feet; thence North 41 degrees 07 minutes 45 seconds West 283.16 feet; thence North 48 degrees 52 minutes 15 seconds East 30.00 feet; thence South 41 degrees 07 minutes 45 seconds East 477.50 feet; thence South 00 degrees 05 minutes 27 seconds West 120.48 feet to the south line of said Lot 1; thence North 89 degrees 54 minutes 33 seconds West along said south line 30.00 feet to the point of beginning.

P:\F\N\SDMS\151853\9-survey\93-doc\15-proposed-des\Sanitary Easement Description

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 717 3<sup>rd</sup> Avenue S.E. Suite 101, Rochester, MN 55904  
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