

PERMANENT DRAINAGE AND UTILITY EASEMENT

The undersigned Landowner for and in consideration of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City of Hastings, a Minnesota municipal corporation ("City"), a permanent easement ("Permanent Easement") under, over, across, through and upon the following described land situated in the County of Dakota, State of Minnesota, to wit:

PROPERTY DESCRIPTION

Real property ("Landowner's Property") in Dakota County, Minnesota, the legal description of which is set forth on Exhibit A, attached hereto and hereby made a part hereof.

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following Permanent Easement which is legally described and depicted on Exhibit B, attached hereto and hereby made a part hereof:

A permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon Landowner's Property (the "Permanent Easement Area").

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes

of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and

- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- (e) To access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above, the Permanent Easement Area described above and has good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

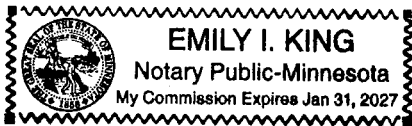
CITY:
CITY OF HASTINGS

By: Mary Fasbender
Mary Fasbender
Its Mayor

By: Kelly Murtaugh
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

On this 20th day of April, 2026, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.



Emily I. King
Notary Public

EXHIBIT A

Legal Description of Landowner's Property

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), all in Section Twenty-Nine (29), Township One Hundred Fifteen (115), Range Seventeen (17), Dakota County, Minnesota.

PID: 19-02900-30-010

and

The East Ten (E 10) acres of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$), all in Section Twenty-Nine (29), Township One Hundred Fifteen (115), Range Seventeen (17), Dakota County, Minnesota.

PID: 19-02900-35-020

Abstract Property

EXHIBIT B

Legal Description and Depiction of Permanent Easement

A permanent drainage and utility easement over the south 85.00 feet of the north 213.00 feet of the west 160.00 feet of the east 510.00 feet of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115 North, Range 17 West, Dakota County, Minnesota.

