

PERMANENT ACCESS AND STORMWATER 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 access and stormwater 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.

[Remainder of this page has been intentionally left blank]

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
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, 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.

Notary Public

COUNTY:
COUNTY OF DAKOTA

By: _____
Name: Michael Wiese
Its: Project Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Michael Wiese, the Project Manager of the County of Dakota, a county located within the state of Minnesota, on behalf of said county.

Notary Public

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr. Suite 300
Eagan, MN 55121

EXHIBIT A

Legal Description of Landowner's Property

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$)

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).

PID: 19-02900-35-020

Abstract Property

EXHIBIT B

Legal Description and Depiction of Permanent Easement

Plot Date & Time: 12 December 2023 1:21 PM

CITY OF HASTINGS, MN ACCESS AND STORMWATER EASEMENT

PERMANENT ACCESS EASEMENT DESCRIPTION

A 15.00 foot permanent access easement over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115, Range 17, EXCEPT all that part of the thereof shown as Parcel 285F on Minnesota Department of Transportation Right of Way Plats Numbered 19-87 and 19-88, Dakota County, Minnesota lying to the left of the following described line:

Commencing at the West Quarter corner of said Section 29; thence on an assumed bearing of North 00 degrees 13 minutes 26 seconds West along the West line of the Northwest Quarter of said Section 29, a distance of 1321.44 feet; thence North 89 degrees 55 minutes 09 seconds East 1763.89 feet; thence South 00 degrees 00 minutes 00 seconds East 33.00 feet to the south line of 4th Street West and also the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East 42.00 feet and said line there terminating.

PERMANENT STORMWATER EASEMENT DESCRIPTION

A permanent easement for stormwater purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115, Range 17, EXCEPT all that part of the thereof shown as Parcel 285F on Minnesota Department of Transportation Right of Way Plats Numbered 19-87 and 19-88, Dakota County, Minnesota described as follows:

Commencing at the West Quarter corner of said Section 29; thence on an assumed bearing of North 00 degrees 13 minutes 26 seconds West along the West line of the Northwest Quarter of said Section 29, a distance of 1321.44 feet; thence North 89 degrees 55 minutes 09 seconds East 1763.89 feet; thence South 00 degrees 00 minutes 00 seconds East 75.00 feet to the point of beginning; thence North 89 degrees 55 minutes 09 seconds East 58.79 feet; thence South 12 degrees 32 minutes 06 seconds East 16.36 feet; thence South 42 degrees 57 minutes 35 seconds East 27.32 feet; thence South 49 degrees 48 minutes 52 seconds West 20.94 feet; thence southwesterly 30.86 feet along tangential curve concave to the northwest, said curve has a radius of 44.00 feet, a central angle of 40 degrees 11 minutes 08 seconds; thence North 90 degrees 00 minutes 00 seconds West tangent to said curve 2.56 feet; thence northwesterly 6.28 feet along a tangential curve concave the northeast, said curve has a radius of 4.00 feet, a central angle of 90 degrees 00 minutes 00 seconds; thence North 00 degrees 00 minutes 00 seconds West tangent to said curve 21.00 feet; thence northwesterly 39.27 feet along a tangential curve concave to the southwest, said curve has a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds; thence North 90 degrees 00 minutes 00 seconds West tangent to said curve 5.00 feet; thence North 00 degrees 00 minutes 00 seconds East 9.78 feet to the point of beginning.

SHEET 1 OF 2 SHEETS

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

PRINT NAME: STEVEN F. HOUGH

SIGNATURE: *Steven F. Hough*

DATE 12/12/2023 LIC. NO. 54850



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One Carlson Pkwy
Suite 1000

Plymouth, MN 55447
Phone: 763-479-4200
Website: www.stantec.com

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EXHIBIT B
(Cont.)

