

SURFACE WATER DRAINAGE EASEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

1. **Easement Granted.** _____ [*Entity Name*], a _____ [*type of entity*] (hereinafter called "Grantor") in consideration of the sum of One Dollar and other good and valuable consideration, to Grantor paid by Valley Branch Watershed District, a Minnesota Municipal Corporation (hereinafter called "District"), and in consideration of the faithful performance by the District of the covenants hereinafter contained to be kept and performed by said District, does hereby grant said District the right, privilege, easement and authority to install, operate, maintain, repair, or remove storm sewers and other surface water drainage improvements across the following-described real estate owned by the Grantor in the County of Washington and State of Minnesota, to-wit:

See attached Exhibit "A"

2. **Duration.** Said permanent easement shall be perpetual. Said easement shall run with the land and extend to and bind the heirs, representatives, successors and assigns of the party hereto respectively. In the event the District, by resolution of its Board of Managers, determines that it no longer requires the use of said property for the purpose described above, then and in such event, the said easement together with all rights and privileges granted therewith, shall terminate.

3. **Covenant of Ownership.** The Grantor does hereby covenant that it is lawfully seized and possessed of the real estate above-described; that it is free and clear of all encumbrances except a mortgage, if any, in favor of a mortgagee who has consented to the grant of the easement conveyed by this instrument, and that it will forever warrant and defend title thereto against the claims of any other persons.

4. **Covenant of Authority.** The person signing this Easement on behalf of the Grantor of the property described in Exhibit "A" hereby warrants that he or she has full legal authority to sign on behalf of the _____ [*type of entity*] and that such signature shall be binding on the Grantor. The signer also personally guarantees that the _____ [*type of entity*] is in good standing in its state of incorporation as well as under the laws of the State of Minnesota.

5. **Covenants of District.** In consideration of the permanent easement granted hereby, the District covenants as follows:

- a. The District agrees to assume all liability and to compensate Grantor for any injury or damage to persons or property, including Grantor's property, occasioned by or arising in connection with the use of the above-described easements by the District. The District further agrees to defend and hold harmless Grantor against all actions, claims, damages or demand which may be brought or made either against Grantor or against Grantor's interest in the above-described land by reason of anything done by the District in the exercise or purported exercise of the rights and privileges granted by this instrument.
- b. The District, in this use of the above-described property, shall comply with all Federal, State and local laws and regulations.
- c. The District, after completing any construction or maintenance initiated by the District, will restore said land to as good or better condition as it was prior to the time of such construction or stabilization work. In the event of repair or maintenance, the District will restore said land to as good or better condition as it was prior to any such repair or maintenance. Such restoration, however, will not include the replacement of any earth moved or the restoration of any improvements or vegetation which would tend to interfere with the District's use of the easement for the purposes described above.

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IN WITNESS WHEREOF, I have set my hand this _____ (day) day of
_____ (month), _____ (year).

GRANTOR

BY: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____,
_____ (date), by _____ (name), the
_____ (title), of _____ (company), a
_____ (type of entity), on behalf of the Company.

Notary Public

This instrument was drafted by:

EXHIBIT A

INSERT LEGAL DESCRIPTION PREPARED BY SURVEYOR