

**SURFACE WATER DRAINAGE EASEMENT**

KNOW TO ALL MEN BY THESE PRESENTS:

1.     **Easement Granted.** \_\_\_\_\_ [Name(s)], \_\_\_\_\_  
[Marital/single status] (hereinafter called "Grantor(s)") in consideration of the sum of One Dollar and other good and valuable consideration, to his/her/their in hand 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(s) do(es) hereby covenant that he/she/they 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. **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 indemnify and 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, indemnify and save 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.

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IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

\_\_\_\_\_  
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public,  
within and for said County and State, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ (*marital status*), who executed the foregoing instrument,  
and acknowledged that he executed the same as his/her free act and deed.

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

This instrument was drafted by:  
Galowitz Olson, PLLC  
10390 39<sup>th</sup> Street North  
Lake Elmo, MN 55042  
651-777-6960  
(ST)

**EXHIBIT A**

**INSERT LEGAL DESCRIPTION PREPARED BY SURVEYOR**