# SANITARY SEWER AND LIFT STATION EASEMENT

THIS INDENTURE, made and entered into this____day of _____, 2016, by and between Jennifer M. Strom and Colin B. Brown, husband and wife ("Grantors") and Kim R. Jacobsen and Rebecca A. Jacobsen, husband and wife ("Grantees") and the City of Independence, a Minnesota municipal corporation ("Supplemental Grantee"):

**WITNESSETH:**

In consideration of the payment of the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00), receipt of which is hereby acknowledged by Grantors, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantors do, subject to the terms and conditions set forth below, grant, bargain, sell and convey to the Grantees, their beneficiaries, trustees, heirs and assigns, the perpetual right and easement to use, keep and maintain a single residential sanitary sewer connection pipe/line, and to the Supplemental Grantee and its administrators or assigns, a perpetual easement to use, keep and maintain a sanitary sewer lift station, upon, under and across the following described real estate located in Hennepin County, Minnesota:

> That part of Lot 8, Block 1, BEAMISH SHORES, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:
>
> > Commencing at the easterly most corner of said Lot 8; thence on an assumed bearing of South 89 degrees 19 minutes 55 seconds West, along the southerly line thereof, a distance of 124.19 feet to the point of beginning of the area to be described; thence North 89 degrees 19 minutes 55 seconds East, along said southerly line, a distance of 12.88 feet; thence North 38 degrees 24 minutes 30 seconds East a distance of 19.50 feet; thence South 68 degrees 59 minutes 25 seconds East a distance of 14.19 feet; thence North 21 degrees 00 minutes 35 seconds East a distance of 5.00 feet to the curved northeasterly line of said Lot 8; thence

> northwesterly along said northeasterly line a distance of 23.04 feet to the intersection with a line which bears North 38 degrees 24 minutes 30 seconds East from the point of beginning; thence South 38 degrees 24 minutes 30 seconds West a distance of 29.98 feet to the point of beginning and there terminating.

The Grantees, for themselves, their heirs, administrators and assigns, agree that all costs and expenses of the use, maintenance and upkeep of said residential sanitary sewer line shall be theirs and that they will indemnify and hold forever harmless the Grantors, their heirs, administrators and assigns, from any an all expenses, costs, liabilities and/or damages of any kind or nature respecting Grantors' land, including, but limited to, reasonable attorney fees, arising out of the use, upkeep and/or maintenance of said residential sanitary sewer line and/or the easement hereby granted. In the event that any work is required to be performed upon Grantor's land that is required to maintain or replace said residential sanitary sewer line, Grantees further agree, for themselves, their heirs, administrators and assigns, to restore, at their sole cost and expense, Grantors' land to the state that existed prior to such maintenance or replacement.

The Supplemental Grantee, for itself, its administrators and assigns, agrees that all costs and expenses of the use, maintenance and upkeep of said sanitary sewer lift station shall be its, alone, and that it will indemnify and hold forever harmless the Grantors, their heirs, administrators and assigns, from any an all expenses, costs, liabilities and/or damages of any kind or nature respecting Grantors' land, including, but limited to, reasonable attorney fees, arising out of the use, upkeep and/or maintenance of said lift station and/or the easement hereby granted. In the event that any work is required to be performed upon Grantor's land that is required to maintain or replace said lift station, Supplemental Grantee further agrees, for itself, its administrators and assigns, to restore, at its sole cost and expense, Grantors' land to the state that existed prior to such maintenance or

replacement.

**GRANTORS:**

_____
Jennifer M. Strom

_____
Colin B. Brown

STATE OF MINNESOTA
SS:
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me the ___ day of _____, 2016, by Jennifer M. Strom and Colin B. Brown, husband and wife.

_____
Notary Public

**GRANTEES:**

_____
Kim R. Jacobsen

_____
Rebecca A. Jacobsen

STATE OF MINNESOTA
SS:
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Kim R. Jacobsen and Rebecca A. Jacobsen, husband and wife.

_____
Notary Public

**SUPPLEMENTAL GRANTEE:**

City of Independence

By:_____
Its Administrator

By:_____
Its Mayor

STATE OF MINNESOTA
SS:
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Administrator of the City of Independence, a Minnesota municipal corporation, and by_____, as Mayor of the City of Independence, a Minnesota municpal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument Was Drafted By:
Arlo H. Vande Vegte, P.A.
12800 Industrial Park Blvd., Ste 210
Plymouth, Minnesota 55441