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Cheryl L Kantor

County Recorder

Benton County MN

Fee: \$46.00

KB

Recording stamp digitally applied

Transfer entered this 19th day

of May, 2022

Nadean Inman

Benton County Aud/Treas

LL
Deputy

17.02357.00

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT was made this 12th day of May, 2022, by and between Ameribuilt Properties, LLC, a Minnesota limited liability company, Supper & Sounds LLC, a limited liability company under the laws of Minnesota, and Donald R. Kruse and Jackelyn K. Kruse, husband and wife, as joint tenants (hereinafter called "Grantor(s)"), and the City of St. Cloud, Minnesota, a municipal corporation organized under the laws of the State of Minnesota (hereinafter called "Grantee").

A. Grantor, Ameribuilt Properties LLC, is the fee owner of the following described real property located in Benton County, Minnesota:

Lot 2, Block 1, Ameribuilt Plat 1, according to the recorded plat thereof, Benton County, Minnesota.

B. Grantor, Supper & Sounds LLC, is the contract for deed purchaser of the above-described real property located in Benton County, Minnesota pursuant to a Contract For Deed dated September 14, 2021 and filed and recorded with the Benton County Recorder's Office on September 17, 2021 as Doc. #455374.

C. Grantors, Donald R. Kruse and Jackelyn K. Kruse, husband and wife, as joint tenants, have an interest in the above-described property through a Declaration of Ingress and Egress Easement dated January 11, 2007 and filed and recorded with the Benton County Recorder's Office as Doc. #345274 and the Amended and Restated Declaration of Ingress and Egress Easement dated February 9, 2007 and filed and recorded with the Benton County Recorder's Office as Doc. #A346080.

City of St Cloud
St Cloud Inv

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D. Grantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto Grantee, its successors, permittees, licensees, heirs and assigns, a perpetual drainage and utility easement over, under, on, through and across the following described real property located in Benton County, Minnesota:

Parcel 7B, ST. CLOUD RIGHT OF WAY PLAT NO. 12, according to the recorded plat thereof, Benton County, Minnesota and subject to the Declaration of Ingress and Egress Easement dated January 11, 2007 and filed and recorded with the Benton County Recorder's Office as Doc. #345274 and the Amended and Restated Declaration of Ingress and Egress Easement dated February 9, 2007 and filed and recorded with the Benton County Recorder's Office as Doc. #A346080.

Said easement contains +/- 570 Sq. Ft.

E. This Easement Property is being granted by the Grantors for the purposes of installing, maintaining, operating, inspecting, repairing or removing said utilities and appurtenances (the "Utilities") upon said premises as hereinbefore authorized, together with the rights, privileges and appurtenances in and to said lands which may be necessary for the full enjoyment of the rights herein granted.

Grantee covenants and agrees that following the installation, maintenance, repair, or removal of said utilities and appurtenances, it will restore any grounds disturbed by such work to the same grade and condition as it was prior to such work of installation, operation, inspection, maintenance, repair or removal, as the case may be, as far as it is practicable to do so, all of said work to be done in a good and workmanlike manner.

F. The Grantee agrees that it will indemnify and hold harmless the Grantors from any and all claims or causes of action which may arise out of or as a consequence of the negligence of the Grantee, its authorized agents or invitees in the use of the easement premises. Grantee shall be responsible for all damage caused to Grantors arising from Grantee's exercise of the rights and privileges herein granted.

G. Grantors shall not erect any fences or other structures over, under, on, through, across, or within the Easement Property, nor shall Grantors cause or permit any obstruction or planting to be placed over, under, on, through, across or within the easement area.

H. It is expressly intended by the parties that all rights, title and privileges herein shall run with the land and shall be binding upon the parties hereto, their respective heirs, administrators, successors, assigns and legal representatives.

I. Grantors specifically covenant with the Grantee that Grantors has full and good lawful authority to convey the Easement Property for the purposes stated in this easement.

J. The term Grantors includes, means and binds Grantors' heirs, successors and assigns. The term Grantee includes, means and benefits Grantee's heirs, permittees, licensees, successors, partners and assigns.

GRANTOR: SUPPER & SOUNDS LLC

BY: [Signature]
Its CEO

STATE OF MINNESOTA)
COUNTY OF Benton) ss

The foregoing instrument was acknowledged before me this 9th day of May, 2022, by L. Denise Fale, its CEO, of Supper & Sounds LLC, a limited liability company under the laws of Minnesota, for and on behalf of Grantor, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

[Signature]
Notary Public



GRANTORS

By: Donald R. Kruse
Donald R. Kruse

Jackelyn K. Kruse
Jackelyn K. Kruse

STATE OF MINNESOTA)
COUNTY OF Benton) ss

On this 12th day of April, 2022, before me, a Notary Public, personally appeared Donald R. Kruse and Jackelyn K. Kruse, husband and wife, joint tenants, to me known to be the person(s) described herein, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.



Cheryl Ann Malikowski
Notary Public

