

DRAFT SHARED GRINDER PUMP AND EASEMENT AGREEMENT

This Agreement regarding a shared grinder pump with Covenants and Restrictions Affecting Land (Agreement) is made to be effective as of the ___ day of _____, 20___, by and between _____ and _____, husband and wife or a single person, (“NAME”) and _____ and _____, husband and wife or a single person, (“NAME”)

RECITALS

- A. _____ is the owner of that parcel of real property located in the County of Kandiyohi, State of Minnesota, described on the Attached Exhibit A. This property shall hereinafter be known as the "_____ Property".
- B. _____ is the owner of real property located in the, County of Kandiyohi, State of Minnesota, described on the Attached Exhibit B. This property shall hereinafter be known as the "_____ Property".
- C. _____ and _____ are the co-owners of a grinder pump which is a required piece of equipment which is needed for each property to transfer its sewage from their respective property to the community sewer system operated by Kandiyohi County and known as the Green Lake Sanitary Sewer System.
- D. The Grinder Pump is physically located on the property of _____.

GRANT OF EASEMENT

In consideration of the mutual promises contained below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, _____ and _____ state, confirm and agree as follows:

- A. Grant of Easement. Subject to the terms and conditions of this Agreement, _____ hereby grants to _____ a perpetual, non-exclusive upon the _____ property to allow _____ to enter upon the _____ property for the purpose of repairing, replacing, maintaining the grinder pump and the distribution line from the grinder pump to the collection line located in the adjoining road right of way. This grant of easement is for the benefit of the _____ property, its current owners, and its successors and assigns.

- B. Maintenance. _____ and _____ and their successors and assigns agree that each will be responsible for one half of the costs to maintain, repair, or replace the Grinder Pump. In addition, each will be responsible for the payment of one-half of the utility costs for the grinder pump. The usage is metered and is billed on the utility bill for the _____ property. Annually the electrical charge shall be determined by asking the utility provider for an estimate of the yearly cost of running the grinder pump. Upon request of _____, _____ shall promptly pay for one-half of those estimated costs.
- C. Repairs and Replacement. If the grinder pump fails and requires repairs or replacement, the parties shall agree on the repair person to do the work. And each agrees to pay one-half of the costs for that repair or replacement. Any costs to restore the lawn to its prior condition will also be shared one half by each.
- D. Emergency Repairs. When an emergency occurs, and it is not reasonably possible for the two parties to consult and agree on who shall make required repairs, the Parties agree that the Party who is present may hire the necessary repair person to undertake the repairs or replacement as required, and shall promptly give notice to the other Party of the action taken. And of course each party is responsible for one-half of the costs of that repair or replacement.
- E. Priority of Easements. Every grant of easement herein is made subject to all matters of record and all matters which an accurate survey or visual inspection would reveal, provided, however, that each party represents and warrants to the other party hereto that, to the representing party's actual knowledge, there are no liens, encumbrances, security interests or other rights or interests which are or could be prior or superior to the easements granted herein by such party.
- F. Scope of Agreement. The covenants and agreements of _____ and _____ shall be binding upon and enforceable against each other and against the successors and assigns and shall inure to the benefit of each property and be enforceable by each party as well as their respective successors and assigns.
- F. Attorneys' Fees. If any party hereto shall institute any action or proceeding against any other party relating to the provisions of this Agreement, or any default hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party their reasonable attorneys'

EXHIBIT A

Legal Description of land owned by

Lands located in Kandiyohi County, Minnesota, and described as follows:

EXHIBIT B

Legal Description of land owned by

Lands located in Kandiyohi County, Minnesota, and described as follows: