

602CR328
CERTIFIED, FILED AND/OR RECORDED ON
09/29/2022 09:02 AM
BLUE EARTH COUNTY, MN
MICHAEL STALBERGER COUNTY RECORDER
PROPERTY AND ENVIRONMENTAL
RESOURCES DIRECTOR
REC FEE: 46.00 EXEMPT: N/A
MRT PD: EXEMPT: N/A
DT PD: EXEMPT: N/A
DELINQ TX: N/A /TRANS ENTER: N/A
eCREV/CREV: N/A
eWELL/WELL CERT: N/A
SPLIT-CURRENT TX PD: N/A
PAGES: 6
ELECTRONICALLY RECORDED

STATE DEED TAX DUE HEREON: NONE

Above Space Reserved for Recording Information

UTILITY AND ACCESS EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 28th day of September, 2022, by and between **School Sisters of Notre Dame Central Pacific Province, Inc.**, a corporation organized and existing under the laws of the State of Missouri ("Grantor"), and **Crusader Holdings, LLC**, a Minnesota limited liability company ("Grantee), and is as follows:.

RECITALS

A. Grantor is the owner of certain land located in the City of Mankato, Blue Earth County, Minnesota, legally described as follows:

Outlot B and Outlot C, School Sisters of Notre Dame Subdivision.

(the "Grantor Property").

B. Grantee is the owner of certain land located in the City of Mankato, Blue Earth County, Minnesota, legally described as follows:

Lot 1, Block 1, School Sisters of Notre Dame Subdivision.

(the "Grantee Property").

C. Grantor desires to grant to the Grantee and Grantee desires to benefit from an easement to the Grantor Property, according to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants, conditions, and agreements contained herein, the parties hereby agree as follows:

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a certain perpetual easement for public utility and access purposes, further specified below, across and through a portion of the Grantor Property.

2. Access Easement. Grantor hereby grants, conveys, and transfers to Grantee, a perpetual access easement over and across the Grantor Property for the purpose of allowing Grantee, its guests, invitees, licensees, tenants, successors and assigns, and specifically including students and employees of Loyola Catholic School, access to its Property. The easement covers the private drive immediately west and south of the structure referred to as "Marion Hall" and is for vehicle and pedestrian access.

3. Utility Easement. Grantor hereby grants, conveys, and transfers to Grantee, and its successors and assigns, a perpetual easement over, under, and across the Grantor Property for the purpose of connecting Grantee's Property to utilities, including without limitation sewer, water, gas, electricity and communications. The utility easement granted herein includes the right to install, upgrade, expand, use, maintain, repair, and replace all lines, pipes, and other facilities, including any utilities located in the tunnel connecting the properties that are, or may be used, to provide such utilities to the Grantee Property; provided, however, that upon the conclusion of any such activities by Grantee or its employees, agents, contractors, or representatives on the Grantor Property, Grantee shall return the condition of the Grantor Property to substantially the same condition it was in prior to the commencement of each such activity. Grantee shall not engage in any activity, Use or construct any improvements that will materially impair Grantor's access to and use of said easement area. The Easement granted herein shall constitute a covenant running with the land, and having a perpetual duration and binding upon all parties hereto, their heirs, successors, and assigns.

4. Maintenance. Both Grantor and Grantee agree to maintain any access area or tunnel that connects their respective properties and to allow the other access, with appropriate notice, for purposes of repair and maintenance, and to employ proper measures to secure those portions of the tunnel under their control. Grantor and Grantee agree to maintain the private drives on their respective property to a reasonable and customary standard of condition.

5. Remedy. Grantor and Grantee agree that, in the event of a breach or failure by either party to observe the terms and conditions of this Agreement, the non-defaulting party may seek specific performance in the Blue Earth District Court, Blue Earth County, Minnesota, to enforce compliance with the terms herein. In the event such action is taken, the prevailing party shall be entitled to recover their attorney's fees, costs and expenses. The remedies provided herein are cumulative in nature.

6. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title and capacity to convey to the Grantee the easement herein.

7. Miscellaneous.

7.1 Easements Appurtenant. The easement granted herein shall constitute covenants

running with the land, having a perpetual duration, binding and enforceable by and between all heirs, successors and assigns of Grantor and Grantee and run solely in favor of such parties.

7.2 Entire Agreement. This Easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

7.3 Amendment. This Easement may only be amended or modified in writing by signed by Grantor and its heirs, successors or assigns.

7.3 Termination. The easements granted herein may only be terminated upon a written termination signed by Grantor and its heirs, successors or assigns, and with Grantee's approval or agreement.

7.4 Governing Laws. This Easement shall be governed by the laws of the State of Minnesota.

7.5 Severability and Reformation. If any provision of this Easement is held to be unenforceable by a court of law having proper jurisdiction, this Easement shall be reformed to the minimum extent necessary to make all terms and provisions of the Easement enforceable and consistent with the express intent of the parties hereto.

7.6 Notice. All notices to be given under this Easement shall be given, in writing, by certified mail (return receipt requested), to each party at the address or addresses to which tax statements would be sent by the taxing authority of Blue Earth County, Minnesota, to such party, as the owner of the applicable parcel, or such other address as a party may specify to the other parties in writing, which new address shall be effective thirty (30) days after receipt of notice by the non-notifying party(s).

7.7 Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties, and the signature of any party to any counterpart shall be deemed signature to, and may be appended to, any other counterpart.

7.8 Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their heirs and assigns.

[SIGNATURE PAGE TO FOLLOW]

THIS INSTRUMENT DRAFTED BY:

Andrew A. Willaert #153047

GISLASON & HUNTER LLP

111 South 2nd, Suite 500

Mankato, MN 56001

Phone: 507-387-1115

Fax: 507-387-4413

awillaert@gislason.com

SIGNATURE PAGE

UTILITY AND ACCESS EASEMENT AGREEMENT

by and between

School Sisters of Notre Dame Central Pacific Province, Inc.

and

Crusader Holdings, LLC, a Minnesota limited liability company,

GRANTOR: SCHOOL SISTERS OF NOTRE DAME CENTRAL PACIFIC PROVINCE

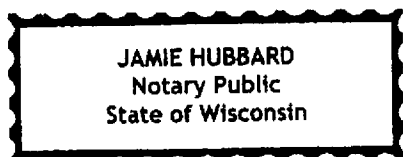
Debra M. Sciano, SSND

By: Debra M. Sciano, SSND

Its: Provincial Leader

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 22 day of August, 2022, Debra M. Sciano, SSND, as Provincial Leader School Sisters of Notre Dame Central Pacific Province, Inc.



Jamie Hubbard EHP 12/01/2024
Notary Public

GRANTEE: CRUSADER HOLDINGS, LLC

Steven H Fink

By: Steven H. Fink
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 26 day of August, 2022,
by Steven H. Fink, as President of Crusader Holdings, LLC.



Bethany L. Dauer
Notary Public

EXHIBIT "A"

Plat of School Sisters of Notre Dame Subdivision

4869-0069-6111.v1