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**PERMANENT PUBLIC RIGHT-OF-WAY, DRAINAGE, UTILITY AND ROADWAY  
EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT**

This Permanent Public Right-Of-Way, Drainage, Utility, and Roadway Easement, and Temporary Construction Easement (this "Agreement") is made this 6 day of May, 2025 (the "Effective Date"), by and between MOM Brands Company, LLC, a limited liability company organized under the laws of the State of Minnesota, 2780 Snelling Avenue N., Suite 101, Roseville, MN 55113, successor in interest to Malt-O-Meal Company, a corporation organized under the laws of the State of Minnesota, referred to hereinafter as the "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as the "Grantee"; (collectively referred to herein as the "parties").

**AGREEMENT**

That for and in consideration of the sum of Five Thousand Five Hundred and 00/100ths Dollars (\$5,500.00) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a non-exclusive Permanent Easement, for public right-of-way, roadway, drainage, and utility purposes (the "Permanent Easement"), over, under and across that part of the tract of land legally described on Exhibit A ("Grantor's Property"), which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The undersigned Grantor hereby grants and conveys to the Grantee a non-exclusive Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that part of the tract of land legally described on Exhibit A, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the

undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Agreement.

9. The Grantor shall not erect, construct or locate in the Permanent Easement and, until the expiration or earlier termination of the Temporary Easement, Temporary Easement Areas any new structure that was not in existence on the Effective Date, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Areas back to as close to original condition as, in Grantee's reasonable judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
11. The Grantee shall defend, indemnify and hold harmless Grantor, its affiliates, and related entities, their officers, employees, and agents, from and against claims and demands for, litigation, costs and expenses (including, but not limited to, reasonable attorneys' fees) with respect to, all damages, judgments, liabilities, and causes of action, which may arise out of or be caused by the Grantee or any other persons acting under the Grantee's direction or control in connection with the Grantee's Work, the Grantee's improvements within the Permanent Easement Area and Temporary Easement Area, use of the Permanent Easement or Temporary Easement by the Grantee, and occupancy of the Permanent Easement Area and Temporary Easement Area by the Grantee, and the public's use of the Permanent Easement Area. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor. The indemnity obligations set forth in this Section shall survive any termination of this Agreement for a period not to exceed two (2) years for any claims arising from Grantee's Work and for a period not to exceed the relevant statute of limitations for any other claims.
12. To the Grantee's knowledge on the Effective Date, neither the grant of the Permanent Easement nor the Temporary Easement will cause the Grantor's Property or the Grantor to be in violation of any zoning, building, fire, or other applicable provision of City of Northfield City Code.
13. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. This Agreement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public facilities and improvements constructed in the Permanent Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.



IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR:**

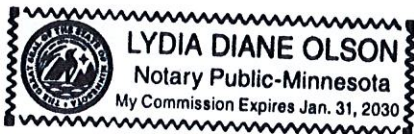
MOM BRANDS COMPANY, LLC


By: Post Consumer Brands, LLC, Its Manager

By:   
Jill H. Bollettieri, Its SVP, General  
Counsel & External Relations

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Dakota )

The foregoing instrument was acknowledged before me this 15th day of April, 2025, by Jill H. Bollettieri as SVP, General Counsel & External Relations on behalf of Post Consumer Brands, LLC, as Manager of MOM Brands Company, LLC, a limited liability company organized under the laws of the State of Minnesota, Grantor.



  
Notary Public

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Erica Zweifel, Its Mayor

ATTEST:

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Erica Zweifel as Mayor and Lynette Peterson as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

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

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A,  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property referenced in this Agreement is legally described as follows:

**LEGAL DESCRIPTION:**

Lot 1, Block 1, Armstrong Park Addition No. 3, except that part of the east 15 feet of said Lot 1 lying north of the south 180 feet of said Lot 1; and Lot 1, Block 2, Armstrong Park Addition No. 3, County of Rice, State of Minnesota.

## **EXHIBIT C**

### **LEGAL DESCRIPTION OF TEMPORARY EASEMENT**

#### **LEGAL DESCRIPTION:**

A temporary easement, over, under and across that part of Lot 1, Block 1, ARMSTRONG PARK ADDITION No. 3, according to the plat thereof on file and of record in the office of the County Recorder, Rice County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 1; thence South 09 degrees 09 minutes 09 seconds East, assumed bearing, along the westerly line of said Lot 1, a distance of 21.50 feet to the point of beginning of the easement being described; thence continue South 09 degrees 09 minutes 09 seconds East, a distance of 3.25 feet; thence southeasterly, southerly and southwesterly 132.27 feet on a non-tangential curve concave westerly, having a radius of 51.00 feet, a central angle of 148 degrees 35 minutes 40 seconds, and a chord bearing of South 09 degrees 09 minutes 09 seconds East to the west line of said Lot 1; thence South 09 degrees 09 minutes 09 seconds East along said west line, a distance of 38.56 feet; thence South 89 degrees 27 minutes 25 seconds East, a distance of 31.14 feet; thence North 00 degrees 32 minutes 35 seconds East, a distance of 100.00 feet; thence South 89 degrees 27 minutes 25 seconds East, a distance of 34.00 feet; thence North 00 degrees 32 minutes 35 seconds East, a distance of 38.00 feet; thence North 89 degrees 27 minutes 25 seconds West, a distance of 88.71 feet to the point of beginning.

Said tract contains 4,521 square feet, more or less.

