

(Top 3 inches reserved for recording data)

PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT

This Agreement is made this 15 day of OCTOBER, 2018, by and between Mark Pritchard and Julie Pritchard, husband and wife, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Eight Hundred and Forty-Four Dollars and Eighty-Three Cents (\$844.83) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
3. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: An existing easement recorded September 7, 1961 to the Town of Northfield and City of Northfield, recorded as Document No. 185830; a permanent County Highway easement, recorded May 7, 2008 as Document No. 601004; restrictions and covenants for project-specific wetland replacement recorded February 1, 2016 as Document No. 685083; and restrictive covenant for wetland preservation area recorded February 1, 2016 as Document No. 685084.

4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area, including at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
6. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
7. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
10. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
11. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

EXHIBIT C

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

(Top 3 inches reserved for recording data)

PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT

This Agreement is made this 19th day of October, 2018, by and between Kari Pritchard and Robert Wilder, wife and husband, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Eight Hundred and Forty-Four Dollars and Eighty-Three Cents (\$844.83) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
3. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: An existing easement recorded September 7, 1961 to the Town of Northfield and City of Northfield, recorded as Document No. 185830; a permanent County Highway easement, recorded May 7, 2008 as Document No. 601004; restrictions and covenants for project-specific wetland replacement recorded February 1, 2016 as Document No. 685083; and restrictive covenant for wetland preservation area recorded February 1, 2016 as Document No. 685084.

4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
6. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
7. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
10. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
11. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR(S):

Kari Pritchard

Kari Pritchard

Robert T Wilder M.P. Ph.D

Robert Wilder

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
 Olmsted) ss.
COUNTY OF ~~RICE~~)

The foregoing instrument was acknowledged before me this 19th day of October, 2018, by Kari Pritchard and Robert Wilder as wife and husband, Grantor(s).

Ann E. Brumm

Notary Public

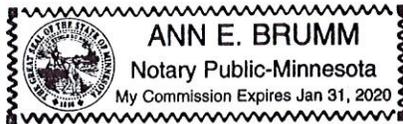
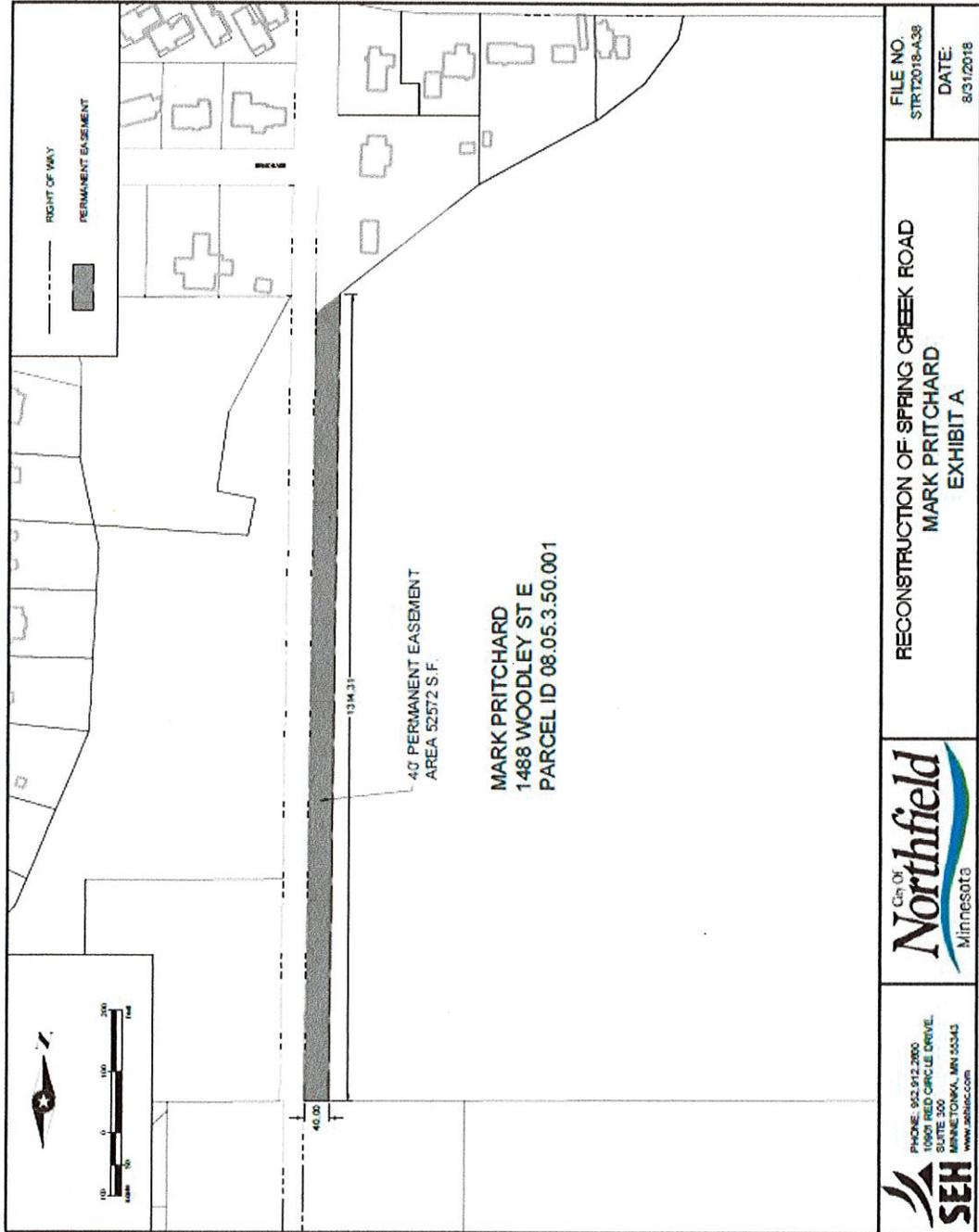


EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



FILE: STR12018-A38.dwg (PLOT) DATE: 8/31/2018 10:45:00 AM PLOT: 10901 FRED CIRCLE DRIVE SUITE 100 MINNEAPOLIS, MN 55343

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

EXHIBIT C

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

(Top 3 inches reserved for recording data)

PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT

This Agreement is made this 13 day of OCTOBER, 2018, by and between Mark Pritchard, an individual, as trustee, or his successor in trust, of the Erik John Pritchard Special Needs Trust referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Eight Hundred and Forty-Four Dollars and Eighty-Two Cents (\$844.82) 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 Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein. Grantor further covenants that the real property is free and clear of liens and encumbrances, except: An existing easement recorded September 7, 1961 to the Town of Northfield and City of Northfield, recorded as Document No. 185830; a permanent County Highway easement, recorded May 7, 2008 as Document No. 601004; restrictions and covenants for project-specific wetland replacement recorded February 1, 2016 as Document No. 685083; and restrictive covenant for wetland preservation area recorded February 1, 2016 as Document No. 685084.

4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area, including at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.
6. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
7. The Grantor shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
10. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
11. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR:

Erik John Pritchard Special Needs Trust



Mark Pritchard, Its Trustee

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 13th day of October, 2018, by Mark Pritchard as trustee, Grantor.



Notary Public

STATE OF MINNESOTA)
) ss.

COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

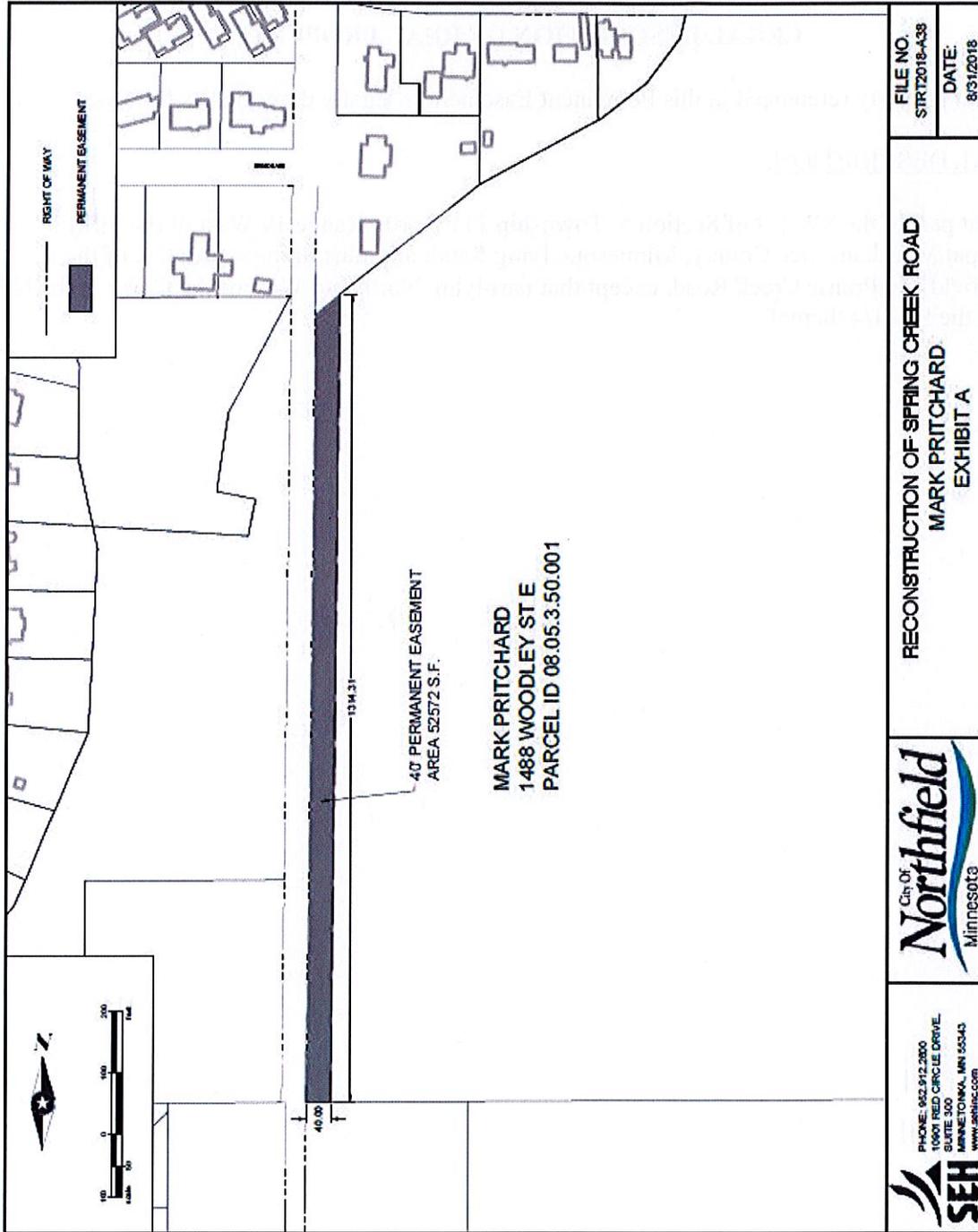
THIS INSTRUMENT WAS DRAFTED BY:

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



EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



DATE: 8/31/2018 8:18 AM USER: JAL DRAWN BY: JAL PROJECT: 08.05.3.50.001 - 2.dwg

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

EXHIBIT C

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 13 day of October, 2018, by and between Mark Pritchard and Julie Pritchard, husband and wife, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Four Hundred and Sixty Dollars and Twenty-Six Cents (\$460.26) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

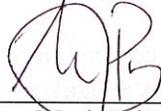
12. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)



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

GRANTOR(S):



Mark Pritchard



Julie Pritchard

GRANTEE:

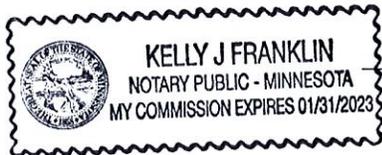
CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 13th day of October, 2018, by Mark Pritchard and Julie Pritchard as husband and wife, Grantor(s).





Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

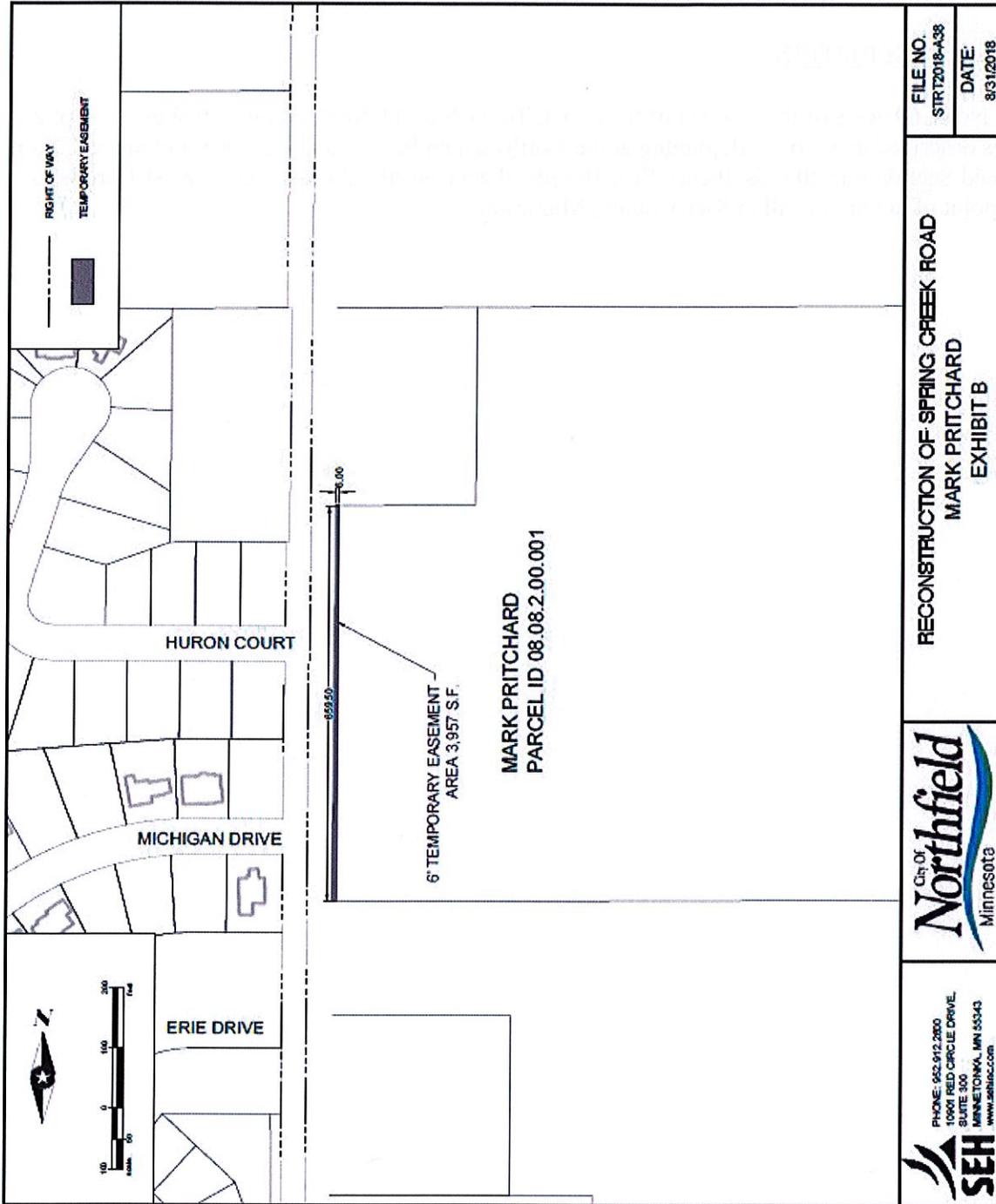
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT



Small text at the bottom of the page, likely a file path or reference number: \\saw\0312018\758 AM\WORK\0312018\758 AM\PROJECT\0312018\758 AM\TEMPORARY EASEMENT DEPICTION EXHIBIT B\0312018.dwg

EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West, except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota, adjacent to the west line of said Section 8.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 6.00 feet of the West 46.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 19 day of October, 2018, by and between Kari Pritchard and Robert Wilder, wife and husband, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Four Hundred and Sixty Dollars and Twenty-Five Cents (\$460.25) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

12. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR(S):

Kari Pritchard
Kari Pritchard

Robert Wilder M.D. PhD
Robert Wilder

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
 Olmsted) ss.
COUNTY OF ~~RICE~~)

The foregoing instrument was acknowledged before me this 19th day of October, 2018, by Kari Pritchard and Robert Wilder as wife and husband, Grantor(s).

Ann E. Brumm
Notary Public

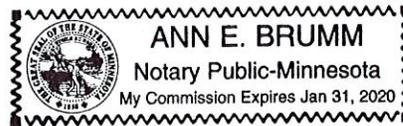
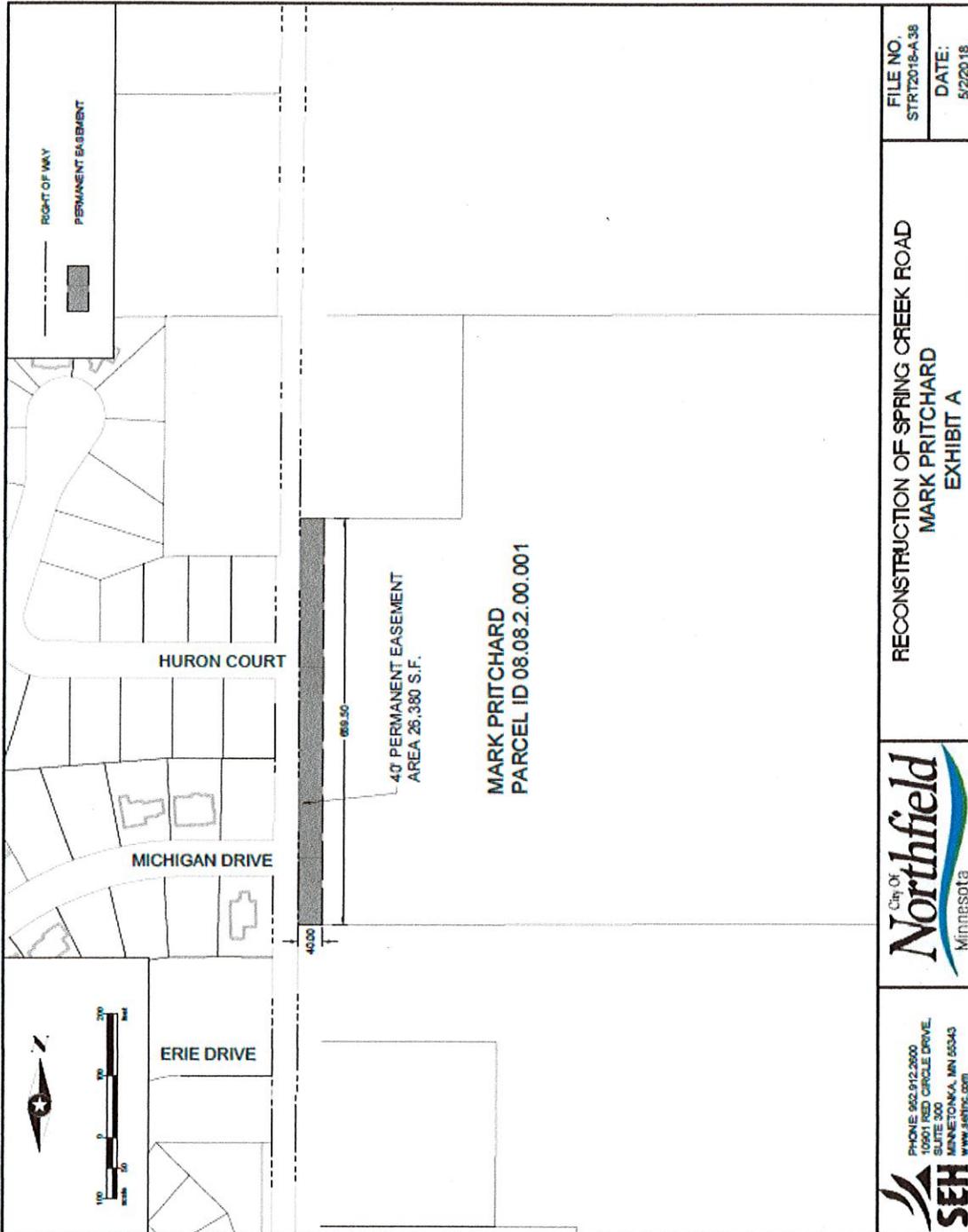


EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



FILE NO.
STRT2018-A38
DATE:
5/2/2018

RECONSTRUCTION OF SPRING CREEK ROAD
MARK PRITCHARD
EXHIBIT A



PHONE 952.912.2600
15951 1500 CIRCLE DRIVE
SUNNYVALE, MN 55543
WWW.SUNNYVALE.COM

SEH

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EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT

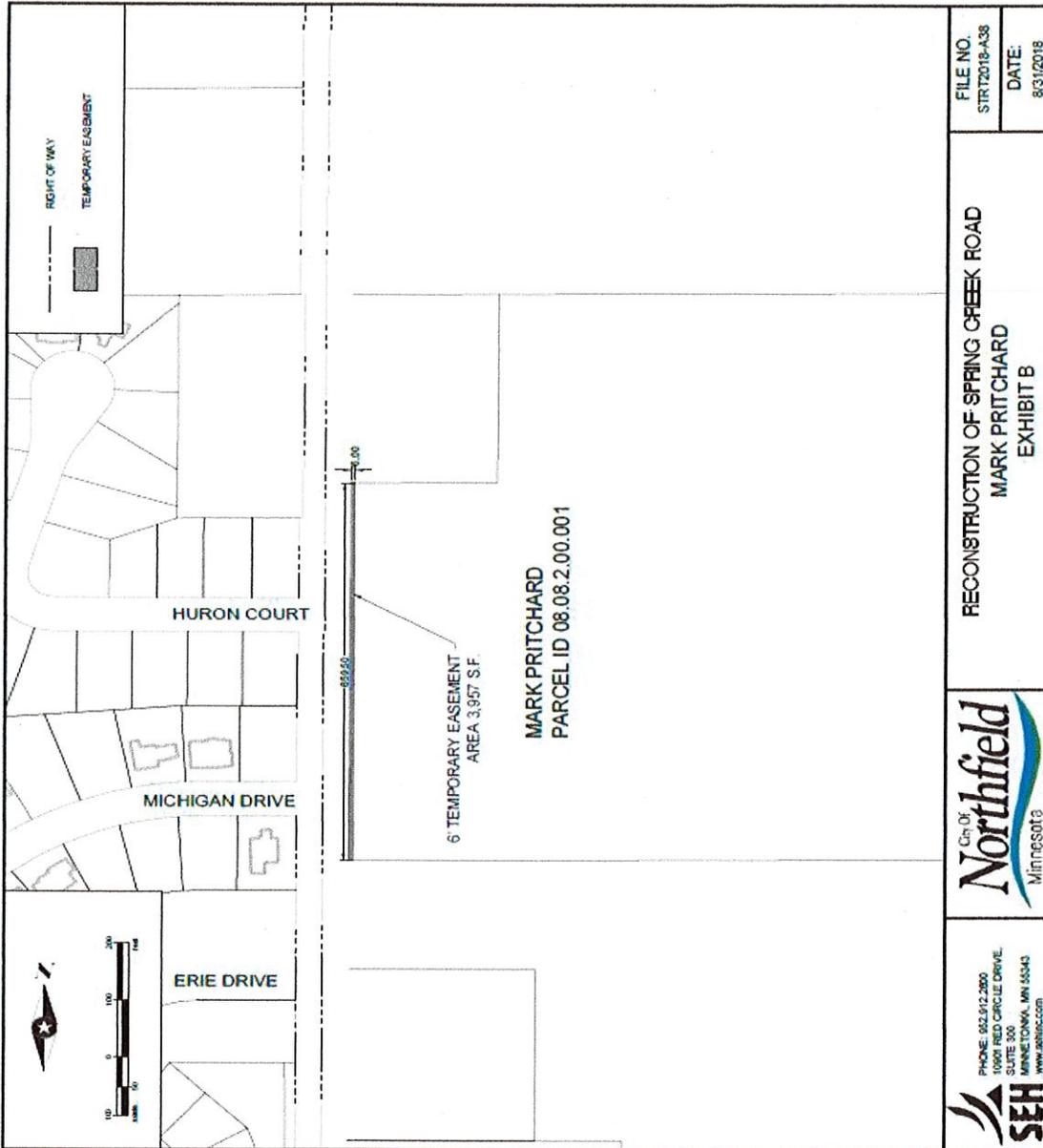


EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West, except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota, adjacent to the west line of said Section 8.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 6.00 feet of the West 46.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 13 day of October, 2018, by and between Mark Pritchard, an individual, as trustee, or his successor in trust, of the Erik John Pritchard Special Needs Trust, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Four Hundred and Sixty Dollars and Twenty-Six Cents (\$460.26) and other good and valuable consideration, paid this date by Grantee to Grantor(s), 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 Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

12. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

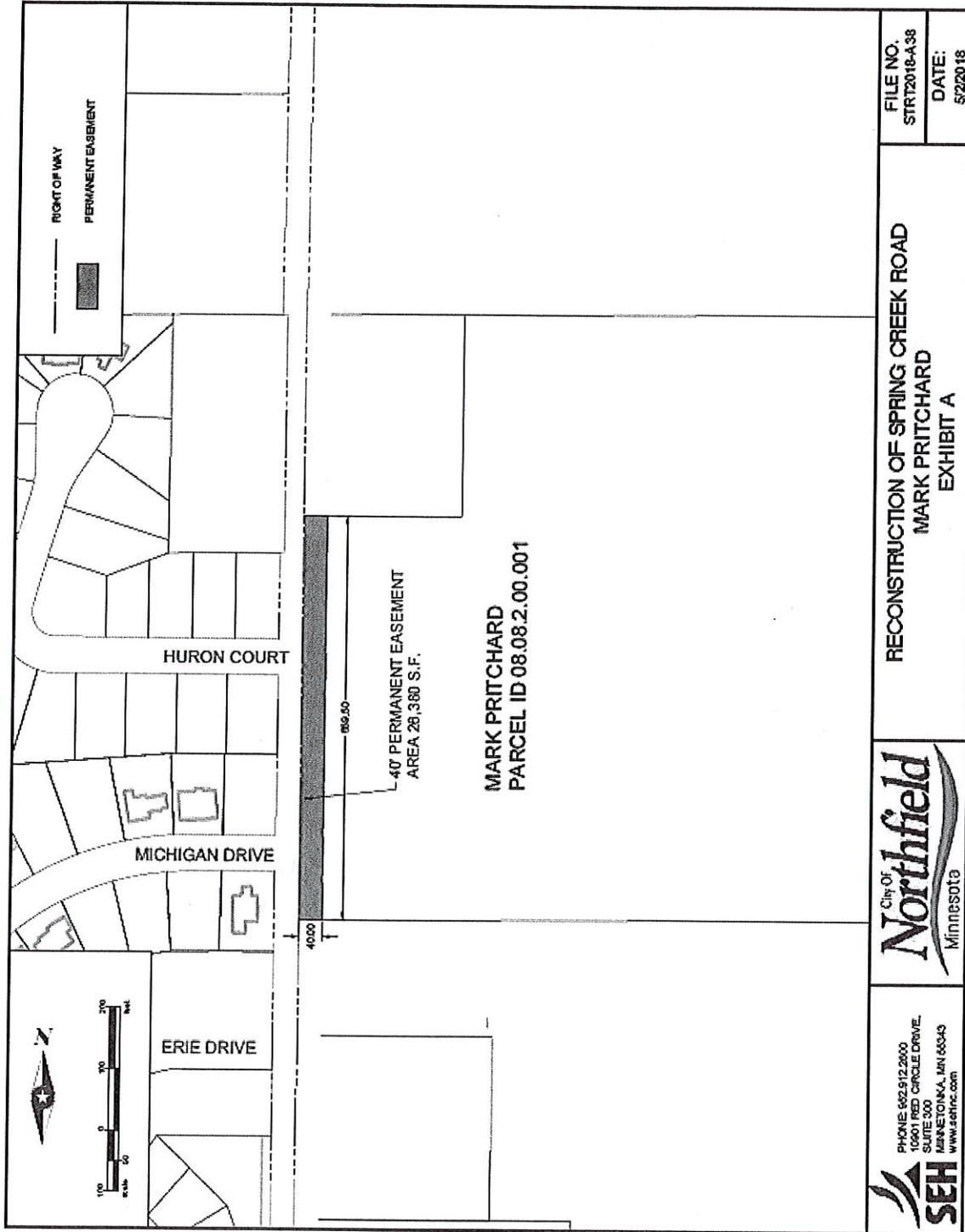
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



Drawn: 5/18/2018 5:04 PM by: jmcgovernor File: STR2018-12-20 PM Plan: 11/20/2018 10:07:00 AM 08.08.2.00.001-40' Permanent Easement Exhibit A (10.00.dwg)

EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West, except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota, adjacent to the west line of said Section 8.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 6.00 feet of the West 46.00 feet of the North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 3rd day of October, 2018, by and between Bryan F. Grosser and Laurie A. Grosser, husband and wife, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Six Hundred and Seventy-Seven Dollars and Forty Cents (\$677.40) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the “Temporary Construction Easement”), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the “Permanent Easement Area”), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the “Temporary Construction Easement Area”).
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: a mortgage to Wells Fargo Bank, N.A. dated December 30, 2011 and recorded January 5, 2012 as Document No. 642437, and a mortgage to Wells Fargo Bank, N.A. dated May 6, 2016 and recorded May 31, 2016 as Document No. 687932.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.

11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
12. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR(S):

Bryan F. Grosser
Bryan F. Grosser

Laurie A. Grosser
Laurie A. Grosser

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 23rd day of October, 2018, by Bryan F. Grosser and Laurie A. Grosser, husband and wife, Grantor(s).

Barbara J. Neitzel
Notary Public

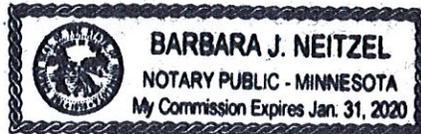
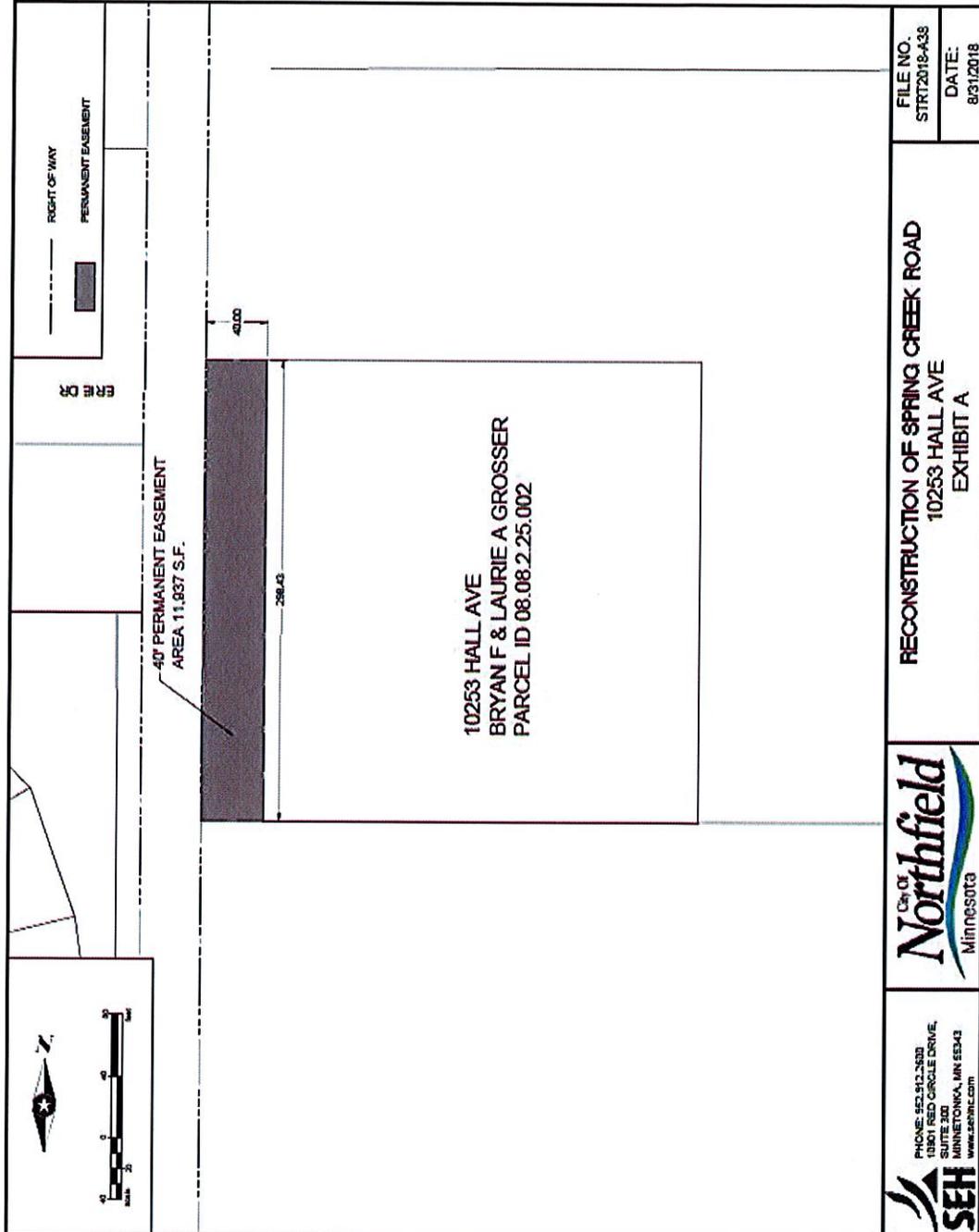


EXHIBIT A

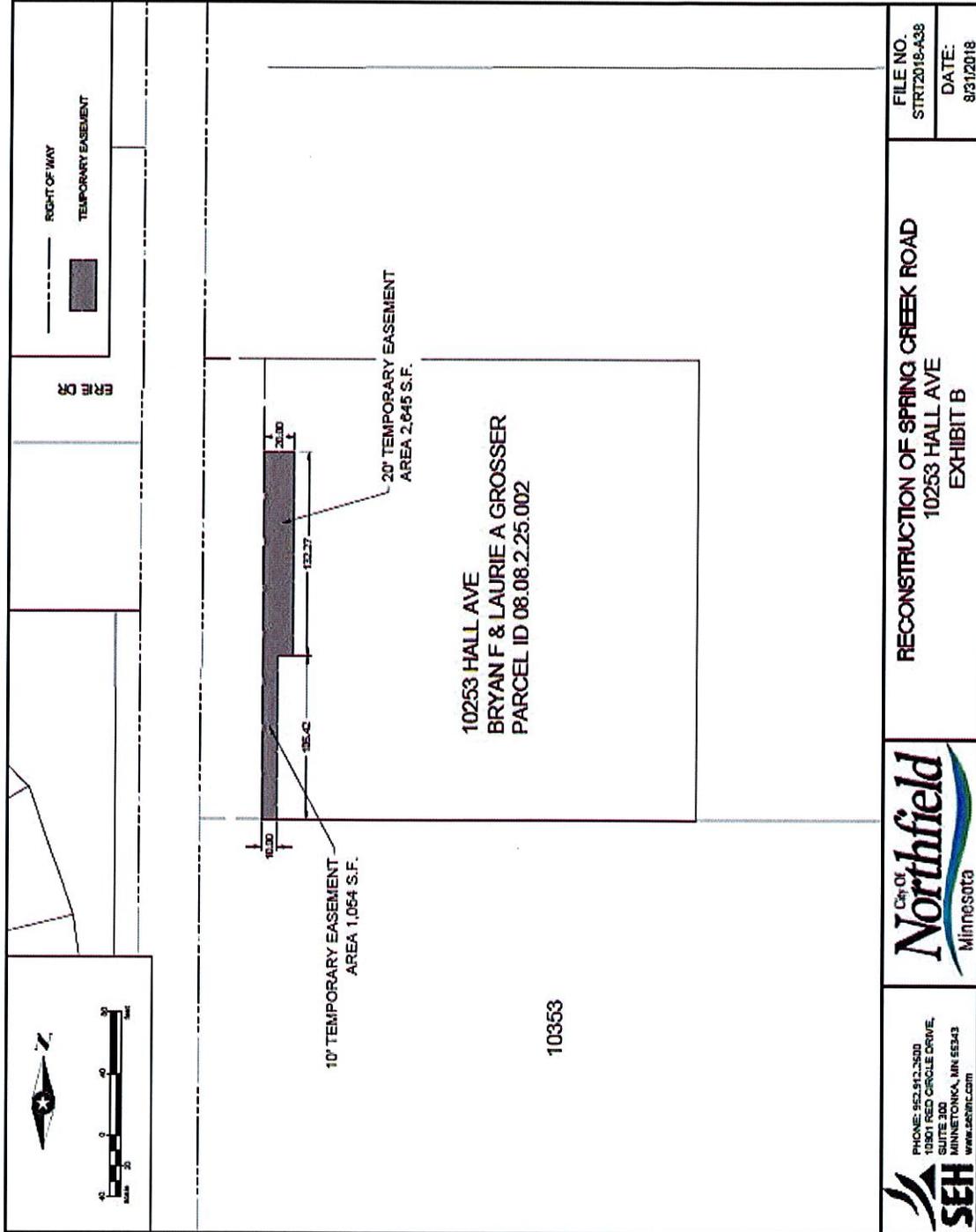
DEPICTION OF PERMANENT EASEMENT



Scale: 1/8" = 10' (Horizontal) 1/4" = 10' (Vertical) 1/16" = 10' (Diagonal) 1/32" = 10' (Curved) 1/64" = 10' (Circular) 1/128" = 10' (Point)

EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT



DATE PLOTTED: 1:50 PM 8/31/2018. PLOT SCALE: 1"=20'. ALL DIMENSIONS SHOWN ARE UNLESS OTHERWISE SPECIFIED.

EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

Part of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the West line of said NW 1/4, 1178.54 feet Southerly from the Northwest Corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point on beginning.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: Part of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the West line of said NW 1/4, 1178.54 feet Southerly from the Northwest Corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point on beginning.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 10.00 feet of the West 50.00 feet of the South 105.42 feet of the parcel of land described as: Part of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the West line of said NW 1/4, 1178.54 feet Southerly from the Northwest Corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point on beginning.

AND

The East 20.00 feet of the West 60.00 feet of the North 132.27 feet of the South 237.69 feet of the parcel of land described as: Part of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the West line of said NW 1/4, 1178.54 feet Southerly from the Northwest Corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point on beginning.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 26th day of October, 2018, by and between Eugene S. Lyman and Elaine G. Lyman, husband and wife, as Trustees of the Eugene S. Lyman Trust, and as Trustees of the Elaine G. Lyman Trust, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of One Thousand Nine Hundred and Sixteen Dollars and Fifty-Three Cents (\$1,916.53) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the “Temporary Construction Easement”), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the “Permanent Easement Area”), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the “Temporary Construction Easement Area”).
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. Grantor(s) and Grantee agree that an additional payment amount shall be negotiated for future crop loss in the event Grantee is required to extend its use of the Temporary Construction Easement Area into an additional crop growing season after the 2018 crop growing season.
8. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
9. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
10. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
11. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.

12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
13. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
14. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR(S):

Eugene S. Lyman and Elaine G. Lyman Trusts

By: Eugene S. Lyman ^{Trustee}
Eugene S. Lyman, Its Trustee

By: Elaine G. Lyman, trustee
Elaine G. Lyman, Its Trustee

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

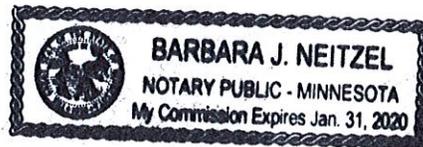
By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 20th day of October, 2018, by Eugene S. Lyman as trustee and by Elaine G. Lyman as trustee of Eugene S. Lyman and Elaine G. Lyman Trusts, Grantor(s).

Barbara J. Neitzel
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

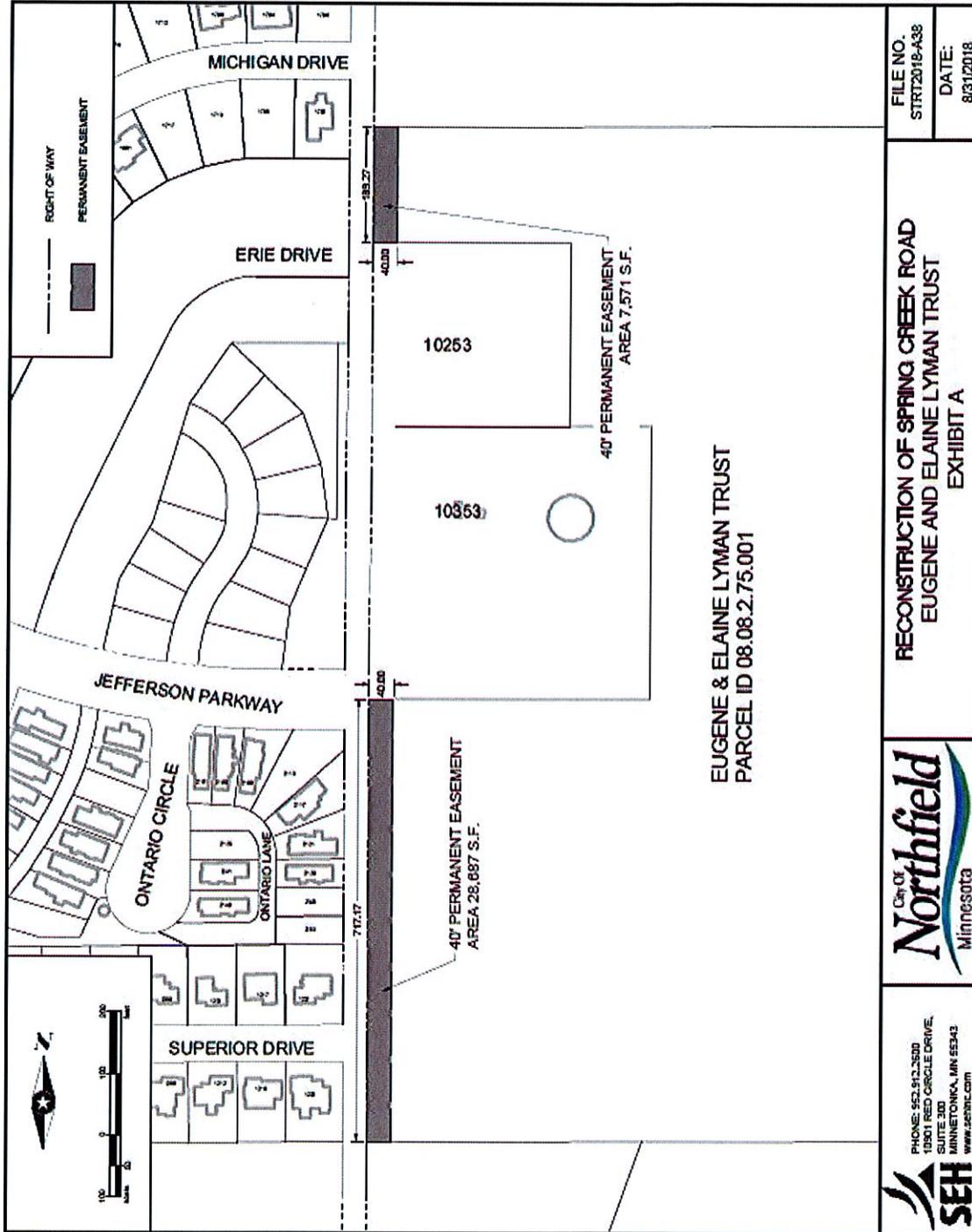
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



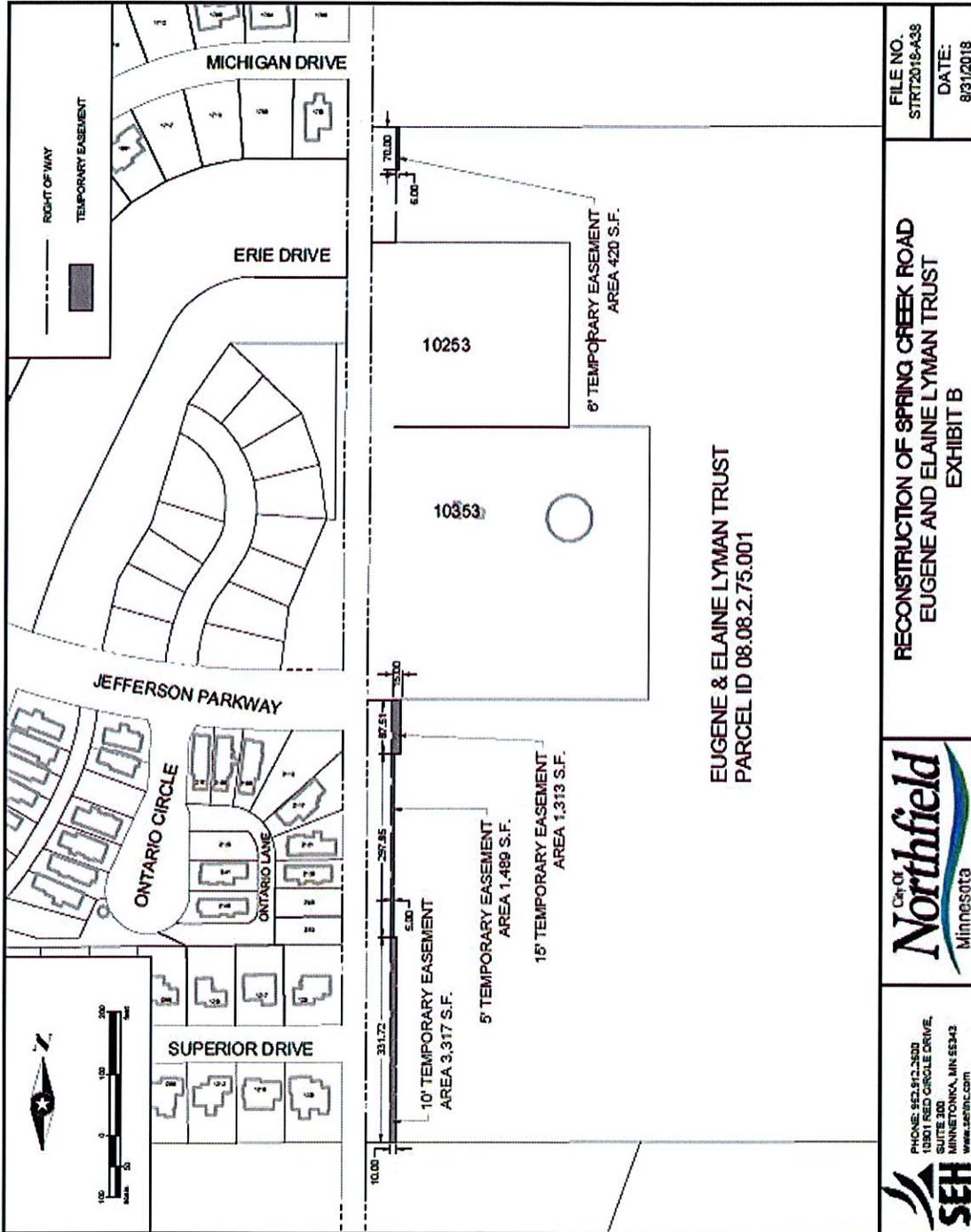
**RECONSTRUCTION OF SPRING CREEK ROAD
 EUGENE AND ELAINE LYMAN TRUST
 EXHIBIT A**



SEH
 PHONES: 612.813.2000
 17801 REED CIRCLE DRIVE,
 SUITE 300
 MINNETONKA, MN 55343
 www.sehinc.com

EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT



Small text at the bottom of the page, likely a disclaimer or copyright notice.

EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The South 100 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; EXCEPTING THEREFROM that part thereof described as follows: Beginning at a point in the West line of said NW 1/4 1178.54 feet Southerly from the Northwest corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point of beginning.

AND ALSO EXCEPTING THEREFROM that part thereof described as follows: Commencing at the northwest corner of said NW 1/4; thence S00°05'10"W, along the West line of said NW 1/4, a distance of 1476.92 feet to the point of beginning of the land to be described; thence S89°54'50"E, perpendicular to said west line, a distance of 460.00 feet; thence S00°05'10"W, parallel to said west line, a distance of 443.95; thence N89°54'50"W, perpendicular to said west line, a distance of 460.00 feet to the west line of said NW 1/4; thence N00°05'10"E, along the west line of said NW 1/4, a distance of 443.95 feet to the point of beginning.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: The South 100 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; EXCEPTING THEREFROM that part thereof described as follows: Beginning at a point in the West line of said NW 1/4 1178.54 feet Southerly from the Northwest corner of said NW 1/4; thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet,; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point of beginning.

AND ALSO EXCEPTING THEREFROM that part thereof described as follows: Commencing at the northwest corner of said NW 1/4; thence S00°05'10"W, along the West line of said NW 1/4, a distance of 1476.92 feet to the point of beginning of the land to be described; thence S89°54'50"E, perpendicular to said west line, a distance of 460.00 feet; thence S00°05'10"W, parallel to said west line, a distance of 443.95; thence N89°54'50"W, perpendicular to said west line, a distance of 460.00 feet to the west line of said NW 1/4; thence N00°05'10"E, along the west line of said NW 1/4, a distance of 443.95 feet to the point of beginning.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

Within the South 100 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota:

The East 5.00 feet of the West 45.00 feet of the South 331.72 feet of the said NW 1/4.

AND

The East 5.00 feet of the West 45.00 feet of the North 297.85 feet of the South 629.57 feet of the said NW 1/4.

AND

The East 15.00 feet of the West 55.00 feet of the South 87.51 feet of the North 2208.55 feet of said NW 1/4.

AND

The East 6.00 feet of the West 46.00 feet of the North 1110.66 feet, lying south of the north line of said south 100 acres.

TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this 31st day of October, 2018, by and between Sumac Properties, Inc., a corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Twenty-Four Dollars and Seventy-Nine Cents (\$24.79) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Construction Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement") over, under and across that part of the tract of the real property legally described on Exhibit B, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
2. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Temporary Construction Easement described herein.
4. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.

6. The Grantee shall have the right to trim, remove and keep the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Temporary Easement.
7. The Grantor shall not erect, construct or locate in the Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Temporary Construction Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.
10. The Grantor shall disclose to the Grantor's successors in title the existence of the Temporary Construction Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Construction Easement.
11. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

The real property referenced in this Temporary Construction Easement is legally described as follows:

LEGAL DESCRIPTION:

Outlot P, in Hills of Spring Creek, City of Northfield, Rice County, Minnesota

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of said Outlot P described as follows: Beginning at the northeast corner of said Outlot P; thence southerly, along the west right of way line of Spring Creek Road, as dedicated in said plat, a distance of 90.00 feet; thence westerly, at a right angle, a distance of 10.00 feet; thence northerly, parallel with said west right of way line, to the north line of said Outlot P; thence easterly, along said north line, to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this 20th day of October, 20 , by and between Philip A. Holleran, and Megan Holleran, husband and wife, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Twenty Dollars and Fifty Cents (\$20.50) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Temporary Construction Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement") over, under and across that part of the tract of the real property legally described on Exhibit B, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
2. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.
3. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Temporary Construction Easement described herein.
4. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
6. The Grantee shall have the right to trim, remove and keep the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth

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

7. Before beginning use of the Temporary Construction Easement Area, Grantee shall install a temporary chain link fence to replace the existing chain link fence located within the Temporary Construction Easement Area in a location within the Temporary Construction Easement Area acceptable to Grantor(s), but not interfering with the rights hereby provided Grantee. The temporary chain link fence shall be of approximately equal specifications of the existing chain link fence. After Grantee completes all construction activities and before terminating Grantee's uses hereby granted within the Temporary Construction Easement Area, Grantee shall remove the temporary chain link fence and install a new chain link fence at the Grantor(s) requested location. The new chain link fence shall be of approximately equal specifications to the original removed fence. All expenses associated with removal or installation of the chain link fences referred to herein shall be the sole responsibility of Grantee.
8. Before beginning use of the Temporary Construction Easement Area, Grantee shall remove and relocate the three trees located within the Temporary Construction Easement Area. Grantee shall relocate the three trees to a location as requested by Grantor(s). After Grantee completes all construction activities and before terminating Grantee's uses hereby granted within the Temporary Construction Easement Area, Grantee shall relocate the three trees back to their original locations. All expenses associated with removal and relocation of the three trees shall be the sole responsibility of Grantee.
9. The Grantor(s) shall not erect, construct or locate in the Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Temporary Construction Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.
12. The Grantor(s) shall disclose to the Grantor's successors in title the existence of the Temporary Construction Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Construction Easement.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

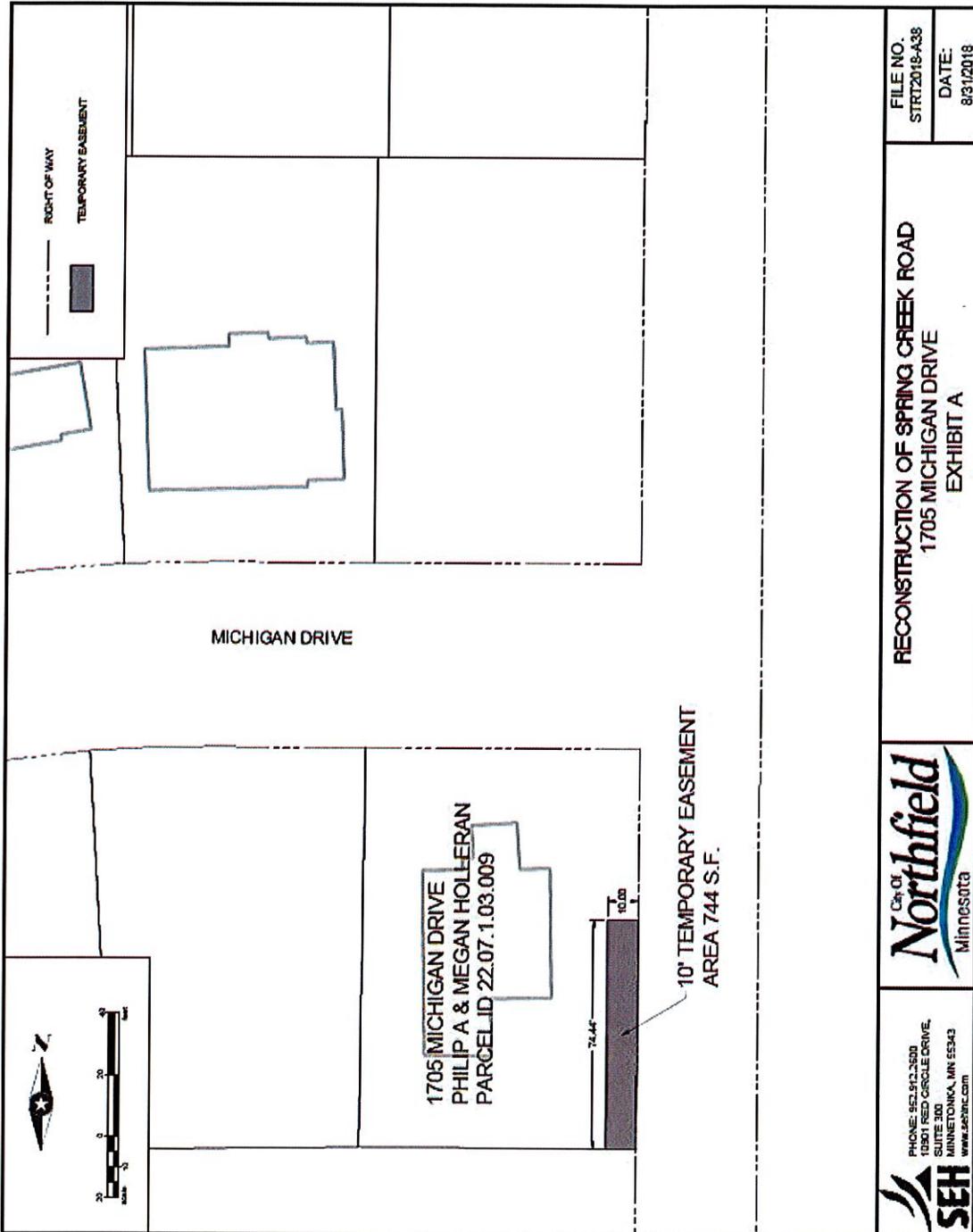
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



<p align="center">RECONSTRUCTION OF SPRING CREEK ROAD 1705 MICHIGAN DRIVE EXHIBIT A</p>	<p>FILE NO. STRT2018-A38</p>
	<p>DATE: 8/31/2018</p>
<p align="center">  </p>	
<p>  </p>	
<p> PHONE: 952.512.2500 1901 RED CIRCLE DRIVE, SUITE 300 MINNETONKA, MN 55343 www.sehinc.com </p>	

Scale: 8/30/2018 4:14 PM www.sehinc.com File: 0172018 8:05 AM P:\0172018\10575\1705 Michigan Drive\1705 Michigan Drive Exhibit A.dwg

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

The real property referenced in this Temporary Construction Easement is legally described as follows:

LEGAL DESCRIPTION:

Lot 4, Block 2, Hills of Spring Creek Sixth Addition, City of Northfield, Rice County, Minnesota

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 10.00 feet of the South 74.44 feet of Lot 4, Block 2, Hills of Spring Creek Sixth Addition, City of Northfield, Rice County, Minnesota.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 30 day of October, 2018, by and between Jeremy Baer and Christina Baer, husband and wife, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Six Hundred and Ninety-Five Dollars and Forty Cents (\$695.40) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for American Financial Resources, Inc., dated February 24, 2017 and recorded March 1, 2017 as Document No. 695527.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Road improvement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

12. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR(S):



Jeremy Baer



Christina Baer

GRANTEE:

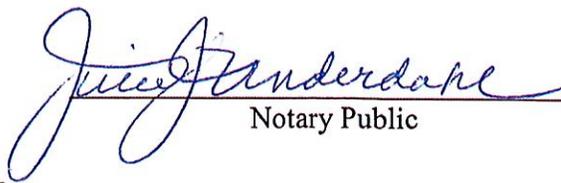
CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

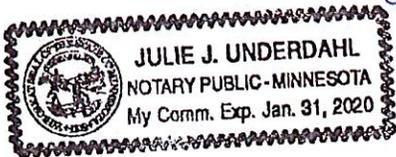
By: _____
Deb Little, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 30th day of October, 2018, by Jeremy Baer and Christina Baer, husband and wife, Grantor(s).



Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rhonda Pownell as Mayor and Deb Little 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

DEPICTION OF PERMANENT EASEMENT

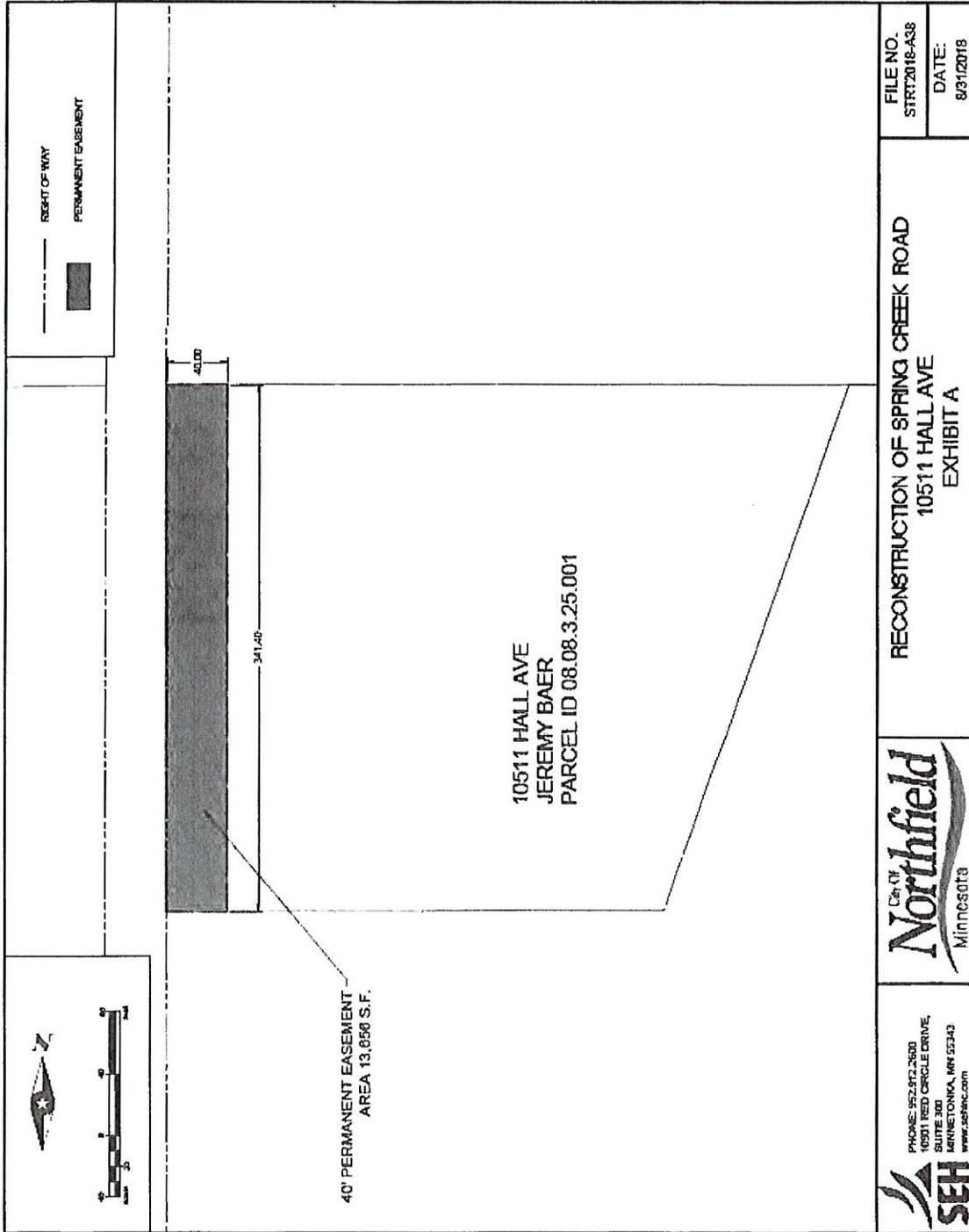
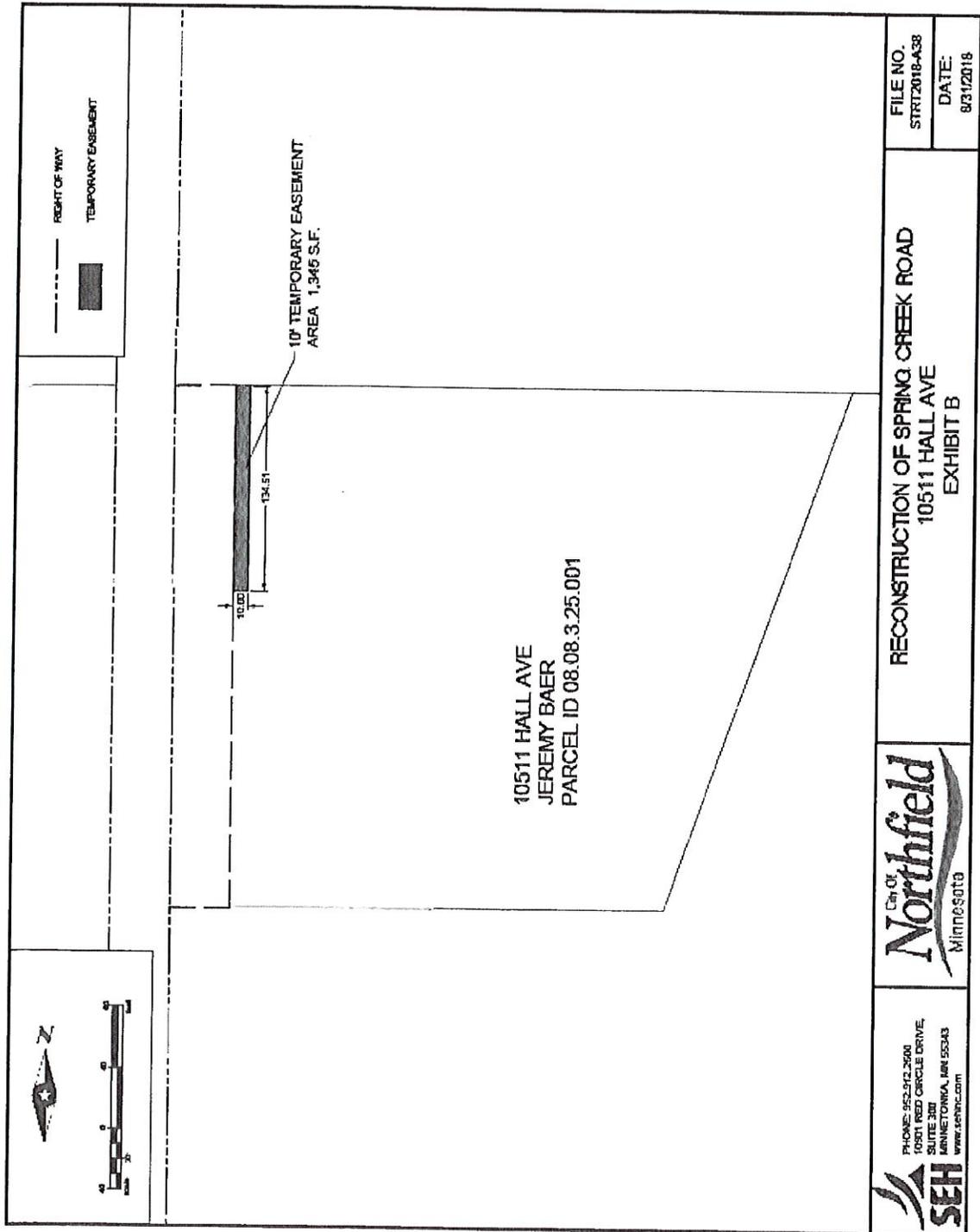


EXHIBIT B

DEPICTION OF TEMPORARY EASEMENT



Scale: 8/2018 1:2500. All dimensions are in feet. The plan is a preliminary drawing and should not be used for construction without the approval of the City of Northfield.

EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The North 341.46 feet of the NW 1/4 of the SW 1/4 of Section 8, Township 111 North Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota lying Westerly of the following described line: commencing at the Northwest corner of said NW 1/4 of the SW 1/4; thence North 89 degrees 55 minutes 12 seconds East, along the North line of said NW 1/4 of the SW 1/4, a distance of 451.76 feet to the point of beginning of the line to be described; thence South 19 degrees 52 minutes 02 seconds West, a distance of 363.26 feet to the South line of the North 341.46 feet of said NW 1/4 of the SW 1/4 and there terminating.

EXHIBIT D

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: The North 341.46 feet of the NW 1/4 of the SW 1/4 of Section 8, Township 111 North Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota lying Westerly of the following described line: commencing at the Northwest corner of said NW 1/4 of the SW 1/4; thence North 89 degrees 55 minutes 12 seconds East, along the North line of said NW 1/4 of the SW 1/4, a distance of 451.76 feet to the point of beginning of the line to be described; thence South 19 degrees 52 minutes 02 seconds West, a distance of 363.26 feet to the South line of the North 341.46 feet of said NW 1/4 of the SW 1/4 and there terminating; adjacent to the west line of said Section 8.

EXHIBIT E

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The East 10.00 feet of the West 50.00 feet of the North 134.51 feet of the parcel of land described as: The North 341.46 feet of the NW 1/4 of the SW 1/4 of Section 8, Township 111 North Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota lying Westerly of the following described line: commencing at the Northwest corner of said NW 1/4 of the SW 1/4; thence North 89 degrees 55 minutes 12 seconds East, along the North line of said NW 1/4 of the SW 1/4, a distance of 451.76 feet to the point of beginning of the line to be described; thence South 19 degrees 52 minutes 02 seconds West, a distance of 363.26 feet to the South line of the North 341.46 feet of said NW 1/4 of the SW 1/4 and there terminating.

(Top 3 inches reserved for recording data)

**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this ____ day of _____, 20____, by and between Ronald D. Larson, a single person, referred to hereinafter as “Grantor,” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Six Hundred and Thirty-Six Dollars and Thirty-Eight Cents (\$636.38) 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 Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.

5. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area, including at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.
6. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
7. The Grantor shall not erect, construct or locate in the Permanent Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
10. This Permanent Easement 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 any public drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
11. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

(Remainder of this page intentionally left blank)

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

GRANTOR:

Ronald D. Larson

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

By: _____
Deb Little, Its City Clerk

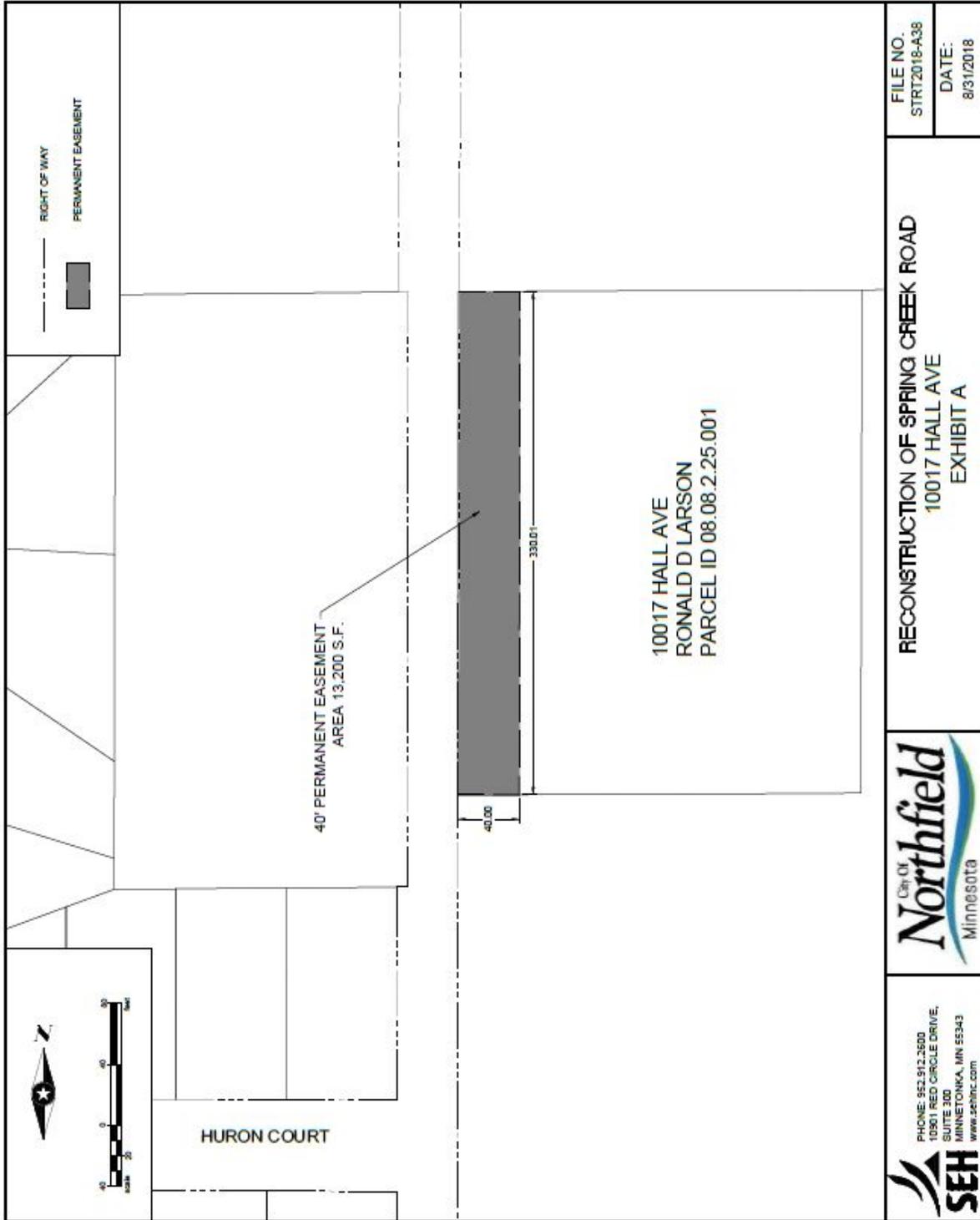
STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ronald D. Larson, a single person, Grantor.

Notary Public

EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



8/31/2018 7:30 AM User: R4 09/18/2018 7:30 AM PROJECT: 08075 Field: 08075 Permanent Easement Exhibit A Exhibit 0017 HALLAV

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

Beginning at the Northwest Corner of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; thence South on the Section line 20 Rods; thence East 16 Rods; thence North to the Section line 20 Rods; thence West on the Section line 16 Rods to the point of beginning, Rice County, Minnesota.

EXHIBIT C

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

The West 40.00 feet of the parcel of land described as: Beginning at the Northwest Corner of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; thence South on the Section line 20 Rods; thence East 16 Rods; thence North to the Section line 20 Rods; thence West on the Section line 16 Rods to the point of beginning., Rice County, Minnesota.