

(Top 3 inches reserved for recording data)

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**PERMANENT DRAINAGE AND UTILITIES EASEMENT**

This Agreement is made this 11<sup>th</sup> day of December, 2017, by and between Douglas L. Ims, 103 1/2 W. Main Street, Kasson, Minnesota 55944-1456 (hereinafter "Grantor"), and the City of Northfield, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057 (hereinafter "Grantee"); (collectively the "parties").

**AGREEMENT**

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Drainage and Utilities Easement, for drainage and utilities purposes over, under and across real property located in Rice County, Minnesota, described as follows:

**The real property described in Exhibit A, which is attached hereto and incorporated herein by reference.**

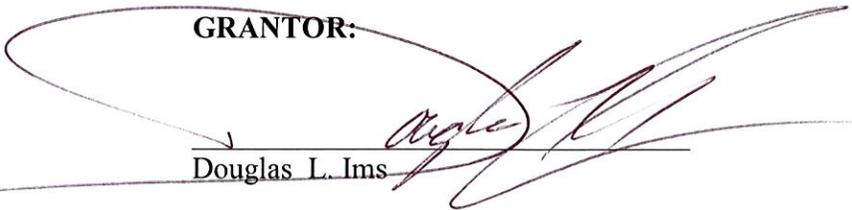
The above-described easement area shall be referred to hereinafter as the "Permanent Easement" and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
3. 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 and utilities facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement area described herein.

4. The Grantee and its employees, agents, permittees 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 by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
5. 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.
6. 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.
7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
8. 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 the public drainage and utilities facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
9. Grantor and Grantee agree to correct any legal descriptions and/or depictions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.
10. The grant of this Permanent Easement is in satisfaction of a condition of approving the plat of Valley View Fourth Addition as contained in that certain Development Agreement between the City of Northfield and Tom Gill Construction, Inc., dated May 19, 2015, and recorded in the Office of the Rice County Recorder as Document No. A678457, requiring the construction of a rain garden and other surface water and drainage facilities upon the real property.

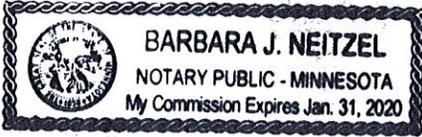
IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR:**

  
\_\_\_\_\_  
Douglas L. Ims

STATE OF MINNESOTA )  
COUNTY OF Rice ) ss.

The foregoing instrument was acknowledged before me this 11 day of December, 2017, by Douglas L. Ims, Grantor.



Barbara J. Neitzel  
Notary Public

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA )  
COUNTY OF RICE ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rhonda Pownell, as Mayor, and Deb Little, as City Clerk, for and on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT**

# *CITY OF NORTHFIELD*

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## *1717 Brent Lane*

### *Drainage and Utility Easement*

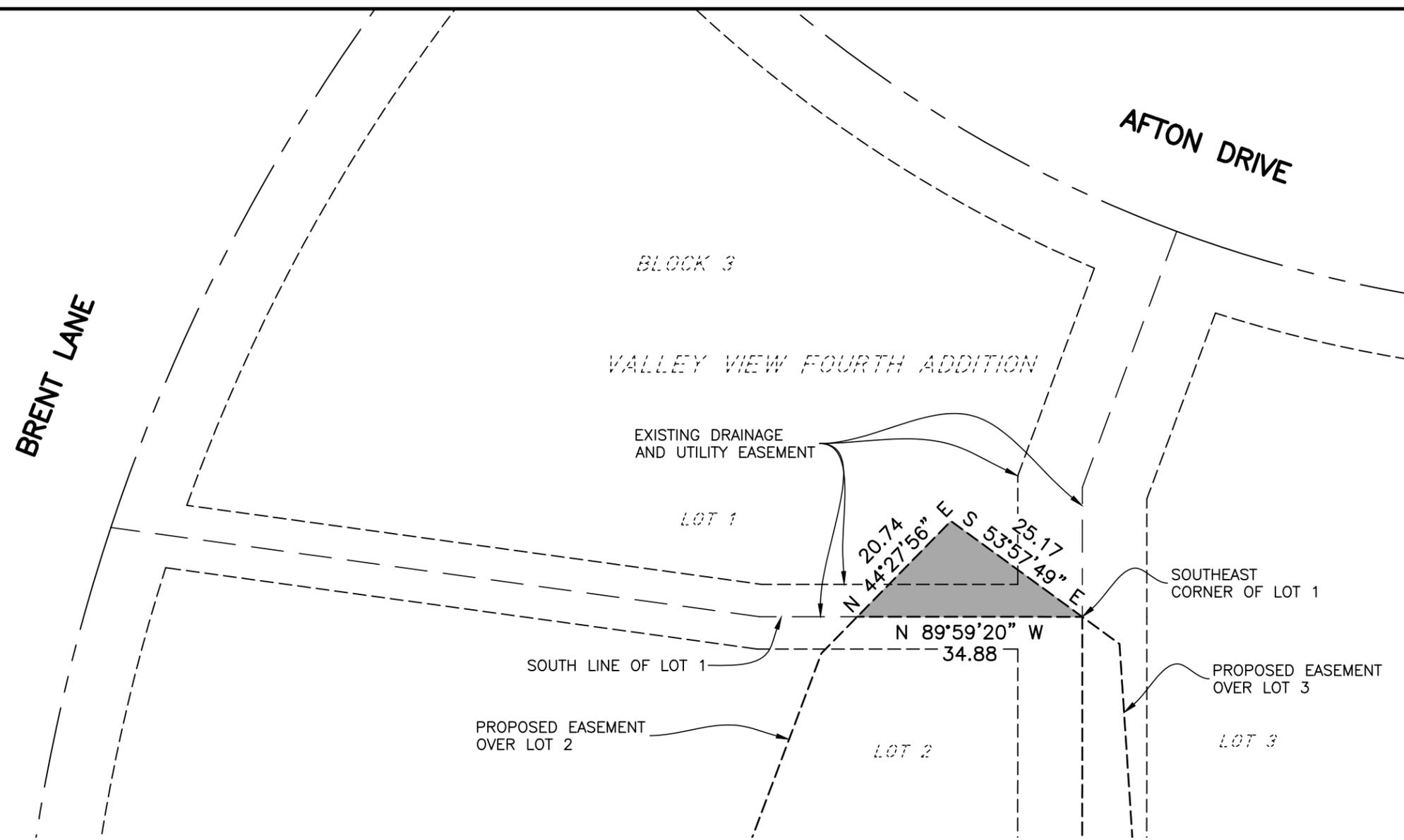
#### PROPOSED DESCRIPTION

A perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 1; thence on an assumed bearing of North 89 degrees 59 minutes 20 seconds West along the south line of said Lot 1, a distance of 34.88 feet; thence North 44 degrees 27 minutes 56 seconds East, a distance of 20.74 feet; thence South 53 degrees 57 minutes 49 seconds East, a distance of 25.17 feet to the point of beginning.



PROPOSED EASEMENT CONTAINING 258 SQ. FT.



**PROPOSED DESCRIPTION**

A perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 1; thence on an assumed bearing of North 89 degrees 59 minutes 20 seconds West along the south line of said Lot 1, a distance of 34.88 feet; thence North 44 degrees 27 minutes 56 seconds East, a distance of 20.74 feet; thence South 53 degrees 57 minutes 49 seconds East, a distance of 25.17 feet to the point of beginning.

**SURVEYOR'S CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Russell O. Halverson  
License Number 41813

12/04/2017  
Date

**EASEMENT EXHIBIT**  
1717 BRENT LANE, NORTHFIELD, MINNESOTA

LOT 1, BLOCK 3, VALLEY VIEW FOURTH ADDITION  
RICE COUNTY, MINNESOTA



**BOLTON & MENK**

12224 NICOLLET AVENUE  
BURNSVILLE, MINNESOTA 55337  
(952) 890-0509

FOR: CITY OF NORTHFIELD

(Top 3 inches reserved for recording data)

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**PERMANENT DRAINAGE AND UTILITIES EASEMENT**

This Agreement is made this 11 day of December, 2017, by and between Tom Gill Construction, Inc., a corporation organized under the laws of the State of Minnesota, 600 Maple Ct., Northfield, Minnesota 55057-3903 (hereinafter "Grantor"), and the City of Northfield, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057 (hereinafter "Grantee"); (collectively the "parties").

**AGREEMENT**

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Drainage and Utilities Easement, for drainage and utilities purposes over, under and across real property located in Rice County, Minnesota, described as follows:

**The real property described in Exhibit A, which is attached hereto and incorporated herein by reference.**

The above-described easement area shall be referred to hereinafter as the "Permanent Easement" and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
3. 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 and utilities facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement area described herein.

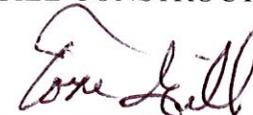
4. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement area at all times and without notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
5. 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.
6. 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.
7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
8. 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 the public drainage and utilities facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
9. Grantor and Grantee agree to correct any legal descriptions and/or depictions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.
10. The grant of this Permanent Easement is in satisfaction of a condition of approving the plat of Valley View Fourth Addition as contained in that certain Development Agreement between the City of Northfield and Tom Gill Construction, Inc., dated May 19, 2015, and recorded in the Office of the Rice County Recorder as Document No. A678457, requiring the construction of a rain garden and other surface water and drainage facilities upon the real property.

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

**GRANTOR:**

TOM GILL CONSTRUCTION, INC.

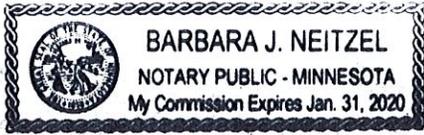
By: \_\_\_\_\_



Thomas W. Gill, Its President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2017, by Thomas W. Gill as President of Tom Gill Construction, Inc., Grantor.



Barbara J. Neitzel  
Notary Public

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rhonda Pownell, as Mayor, and Deb Little, as City Clerk, for and on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT**

# ***CITY OF NORTHFIELD***

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## ***1801 Brent Lane***

### ***Drainage and Utility Easement***

#### **PROPOSED DESCRIPTION**

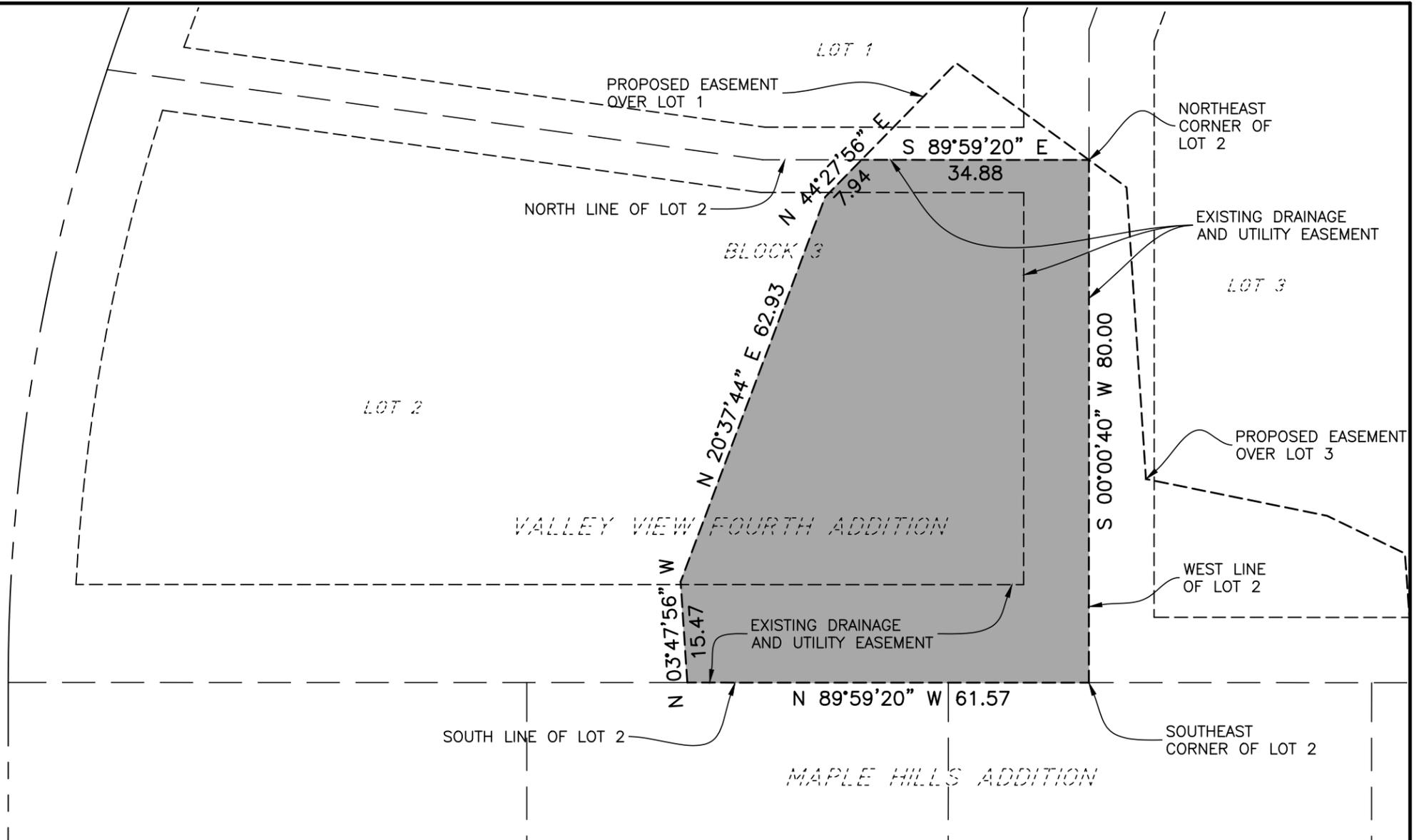
A perpetual easement for drainage and utility purposes over, under and across that part of Lot 2, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 2; thence on an assumed bearing of North 89 degrees 59 minutes 20 seconds West along the south line of said Lot 2, a distance of 61.57 feet; thence North 03 degrees 47 minutes 56 seconds West, a distance of 15.47 feet; thence North 20 degrees 37 minutes 44 seconds East, a distance of 62.93 feet; thence North 44 degrees 27 minutes 56 seconds East, a distance of 7.94 feet to the north line of said Lot 2; thence South 89 degrees 59 minutes 20 seconds East along the north line of said Lot 2, a distance of 34.88 feet to the northeast corner of said Lot 2; thence South 00 degrees 00 minutes 40 seconds West along the east line of said Lot 2, a distance of 80.00 feet to the point of beginning.



PROPOSED EASEMENT CONTAINING 4206 SQ. FT.

BRENT LANE



**PROPOSED DESCRIPTION**

A perpetual easement for drainage and utility purposes over, under and across that part of Lot 2, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 2; thence on an assumed bearing of North 89 degrees 59 minutes 20 seconds West along the south line of said Lot 2, a distance of 61.57 feet; thence North 03 degrees 47 minutes 56 seconds West, a distance of 15.47 feet; thence North 20 degrees 37 minutes 44 seconds East, a distance of 62.93 feet; thence North 44 degrees 27 minutes 56 seconds East, a distance of 7.94 feet to the north line of said Lot 2; thence South 89 degrees 59 minutes 20 seconds East along the north line of said Lot 2, a distance of 34.88 feet to the northeast corner of said Lot 2; thence South 00 degrees 00 minutes 40 seconds West along the east line of said Lot 2, a distance of 80.00 feet to the point of beginning.

**SURVEYOR'S CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Russell O. Halverson  
License Number 41813

12/04/2017  
Date

<b>EASEMENT EXHIBIT</b> 1801 BRENT LANE, NORTHFIELD, MINNESOTA		LOT 2, BLOCK 3, VALLEY VIEW FOURTH ADDITION RICE COUNTY, MINNESOTA
	<b>BOLTON &amp; MENK</b>	FOR: CITY OF NORTHFIELD
		2035 COUNTY RD D EAST, SUITE B MAPLEWOOD, MINNESOTA 55109 (651) 704-9970

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**PERMANENT DRAINAGE AND UTILITIES EASEMENT**

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**AGREEMENT**

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3. 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 and utilities facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement area described herein.

4. The Grantee and its employees, agents, permittees 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 by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
5. 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.
6. 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.
7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
8. 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 the public drainage and utilities facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
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IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

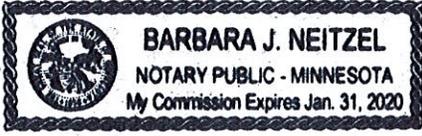
**GRANTOR:**

TOM GILL CONSTRUCTION, INC.

By:  \_\_\_\_\_  
Thomas W. Gill, Its President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2017, by Thomas W. Gill as President of Tom Gill Construction, Inc., Grantor.



Barbara J. Neitzel  
Notary Public

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rhonda Pownell, as Mayor, and Deb Little, as City Clerk, for and on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT**

# *CITY OF NORTHFIELD*

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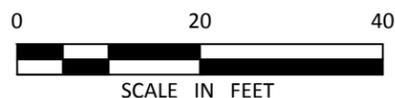
## *518 Afton Drive*

### *Drainage and Utility Easement*

#### PROPOSED DESCRIPTION

A perpetual easement for drainage and utility purposes over, under and across that part of Lot 3, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 3; thence on an assumed bearing of South 89 degrees 59 minutes 20 seconds East along the south line of said Lot 3, a distance of 49.86 feet; thence North 04 degrees 01 minutes 30 seconds West, a distance of 19.83 feet; thence North 64 degrees 13 minutes 16 seconds West, a distance of 13.26 feet; thence North 78 degrees 33 minutes 40 seconds West, a distance of 28.33 feet; thence North 03 degrees 48 minutes 14 seconds West, a distance of 44.74 feet; thence North 53 degrees 57 minutes 49 seconds West, a distance of 7.14 feet to the west line of said Lot 3; thence South 00 degrees 00 minutes 40 seconds West along said west line of Lot 3, a distance of 80.00 feet to the point of beginning.



**PROPOSED DESCRIPTION**

A perpetual easement for drainage and utility purposes over, under and across that part of Lot 3, Block 3, VALLEY VIEW FOURTH ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 3; thence on an assumed bearing of South 89 degrees 59 minutes 20 seconds East along the south line of said Lot 3, a distance of 49.86 feet; thence North 04 degrees 01 minutes 30 seconds West, a distance of 19.83 feet; thence North 64 degrees 13 minutes 16 seconds West, a distance of 13.26 feet; thence North 78 degrees 33 minutes 40 seconds West, a distance of 28.33 feet; thence North 03 degrees 48 minutes 14 seconds West, a distance of 44.74 feet; thence North 53 degrees 57 minutes 49 seconds West, a distance of 7.14 feet to the west line of said Lot 3; thence South 00 degrees 00 minutes 40 seconds West along said west line of Lot 3, a distance of 80.00 feet to the point of beginning.



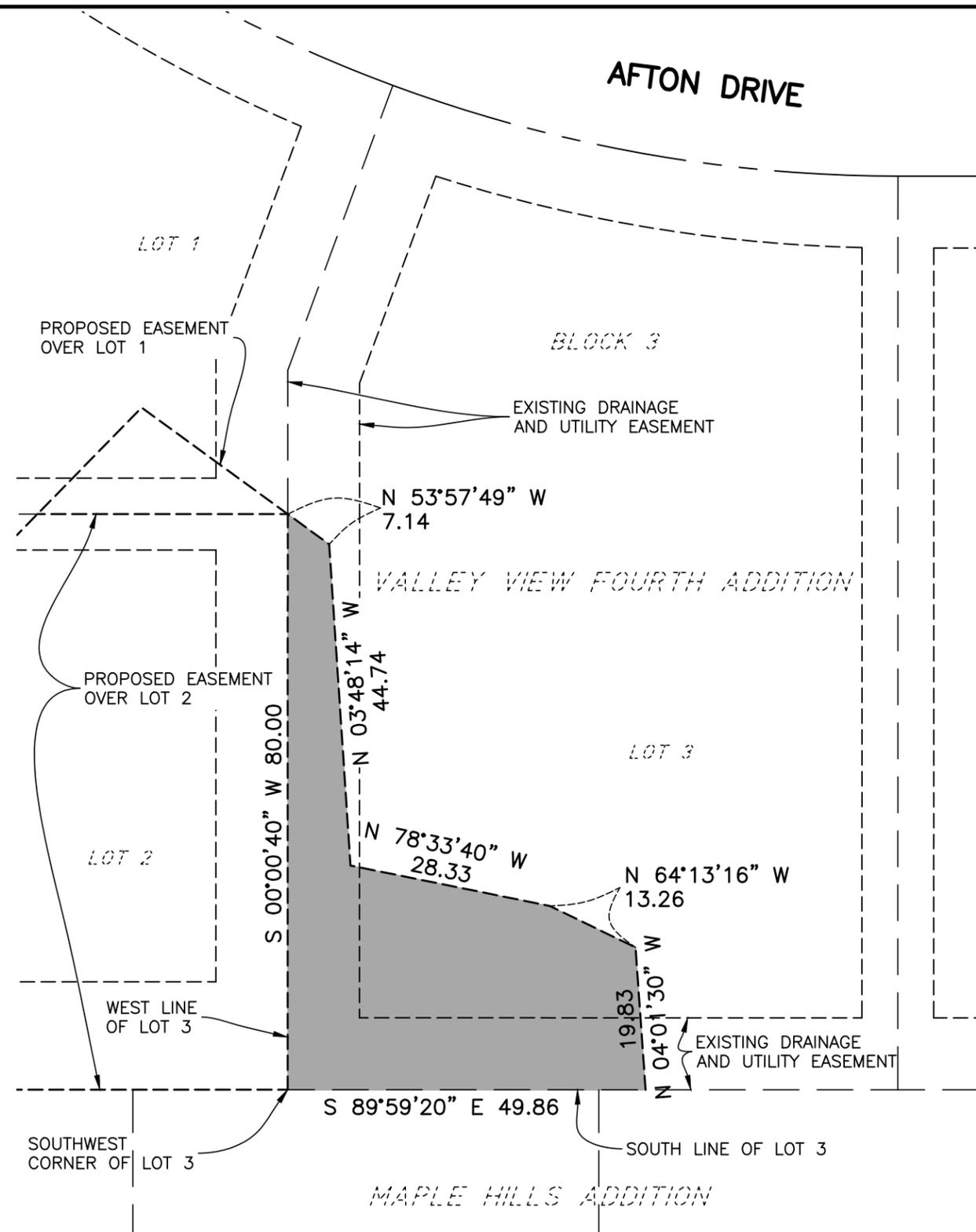
PROPOSED EASEMENT CONTAINING 1681 SQ. FT.

**SURVEYOR'S CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

  
\_\_\_\_\_  
Russell O. Halverson  
License Number 41813

12/04/2017  
Date



<b>EASEMENT EXHIBIT</b> 518 AFTON DRIVE, NORTHFIELD, MINNESOTA		LOT 3, BLOCK 3, VALLEY VIEW FOURTH ADDITION RICE COUNTY, MINNESOTA
 <b>BOLTON &amp; MENK</b>	12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509	
	FOR: CITY OF NORTHFIELD	