

CITY OF NORTHFIELD, MINNESOTA  
CITY COUNCIL RESOLUTION 2020-019

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
NORTHFIELD, MINNESOTA ACCEPTING THE GRANT OF REAL PROPERTY IN  
NORTHFIELD, MINNESOTA, APPROVING A TEMPORARY CONSTRUCTION  
EASEMENT, AND DISPENSING WITH REVIEW OF THE GRANT/ACQUISITION BY  
THE NORTHFIELD PLANNING COMMISSION

- WHEREAS, Independent School District #659 (the “Donor”), holds fee title to certain real property located in the City of Northfield, Rice County, Minnesota, and bearing Parcel ID Numbers 22.12.1.01.001, 22.12.1.00.001, and 22.12.1.00.002; and
- WHEREAS, Donor desires to donate portions of said parcels, as described and depicted in Exhibits A and B (the “Southern Property”), and Exhibits C and D (the “Northern Property”), to the City of Northfield (the “City”); (collectively the Southern Property and the Northern Property are referred to herein as the “Property”); and
- WHEREAS, Draft Warranty Deeds have been prepared containing the respective legal descriptions of the Southern Property and the Northern Property to be donated to the City and are attached hereto and incorporated by reference as Exhibits F and G, respectively; and
- WHEREAS, The Property is needed to construct a round-a-bout and the trail at the intersection of Minnesota Trunk Highway 246 and Jefferson Parkway (the “project”), which project is depicted on Exhibits B and D; and
- WHEREAS, The Donor is donating the Property for the project subject to and with the understanding that the City, as part of the project, at the City’s cost and expense, will construct and install a marked crosswalk at the front entrance to Northfield High School and an extension of the sidewalk from the above-mentioned crosswalk to Marvin Lane; and
- WHEREAS, Northfield City Charter, Section 11.1 provides the City may acquire property by gift for any public purpose; and
- WHEREAS, Minnesota Statutes, Section 465.03 provides that the City may accept a grant of real property and maintain the same for the benefit of its citizens in accordance with the terms prescribed by the Donor, and that acceptance of such grant is subject to a resolution of the City Council adopted by a two-thirds majority of its members, expressing the terms of the grant in full; and
- WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2, states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and

reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, The same statute further states, however, that the city council may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan; and

WHEREAS, For purposes of construction of the project, the City desires and the Donor is willing to grant, a temporary construction easement on a portion of the Donor's above-referenced parcels, as depicted on Exhibit D (shown in blue) and legally described on Exhibit E; and

WHEREAS, A draft Temporary Construction Easement has been prepared containing the legal description area legally described and depicted on Exhibits D and E, respectively, and is attached hereto and incorporated by reference as Exhibit H.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The City Council hereby finds that accepting the grant/acquisition of the Property by the Donor to the City has no relationship to the City's Comprehensive Plan, and therefore review of the proposed grant/acquisition by the Northfield Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT: The City Council hereby: (1) accepts the grant/acquisition of the Property by the Donor to the City; (2) authorizes and directs the City Clerk to (a) seek execution of the attached, respective warranty deeds (Exhibits F and G) substantially in the form hereby approved and allowing any necessary minor or technical changes, (b) execute such other documentation as is necessary to accomplish the donation to and acquisition of the Property by the City of Northfield, and (c) record such executed warranty deeds and such other documentation as necessary with the Rice County Recorder's Office and pay such related fees.

BE IT FURTHER RESOLVED THAT: The City Council hereby agrees that, as part of the project, at the City's cost and expense, the City will construct and install a marked crosswalk at the front entrance to Northfield High School crossing Trunk Highway 246 between Cornerstone Community Church and Bierman Funeral Home and an extension of the sidewalk from the above-mentioned crosswalk to Marvin Lane.

BE IT FURTHER RESOLVED THAT: The City Council hereby approves the attached Temporary Construction Easement Agreement (Exhibit H) and authorizes and directs the Mayor and City Clerk to execute the same substantially in the form hereby approved and allowing any necessary minor or technical changes, and authorizes and directs the City Clerk to seek execution of the same by the Donor.

PASSED by the City Council of the City of Northfield on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A**

**Legal Description of Southern Property**

That part of Outlot A, ROCK ADDITION NO. 1, and part of the Trunk Highway No. 246 right of way adjoining to and lying easterly of said Outlot A, all according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota, described as follows:

Beginning at the northeast corner of said plat of ROCK ADDITION NO. 1; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said plat 186.96 feet; thence North 89 degrees 45 minutes 03 seconds West 95.23 feet; thence North 28 degrees 35 minutes 49 seconds West 186.08 feet; thence North 89 degrees 25 minutes 55 seconds West 374.36 feet to the west line of said Outlot A; thence North 00 degrees 09 minutes 34 seconds East, along said west line 25.00 feet more or less, to the north line of said Outlot A; thence South 89 degrees 25 minutes 55 seconds East, along said north line 559.63 feet to the point of beginning, subject to any easements and encumbrances of record.

Said tract contains 0.84 acres, more or less.



**EXHIBIT C**

**Legal Description of Northern Property**

That part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said Northeast Quarter 91.01 feet to the point of beginning; thence North 89 degrees 45 minutes 03 seconds West 78.09 feet to the westerly right of way line of Trunk Highway No. 246, as defined in Final Certificate, in favor of the State of Minnesota, recorded May 10, 1966 in Book 288 of Deeds, Pages 17-38, as Doc. No. 202591 in the office of the County Recorder, Rice County, Minnesota; thence continue North 89 degrees 45 minutes 03 seconds West 25.00 feet; thence South 00 degrees 14 minutes 57 seconds West, parallel with said westerly right of way line, 184.17 feet; thence South 25 degrees 15 minutes 36 seconds West 64.20 feet; thence South 51 degrees 57 minutes 08 seconds West 182.88 feet; thence South 59 degrees 44 minutes 15 seconds West 215.72 feet; thence South 38 degrees 39 minutes 19 seconds West 127.06 feet to the south line of said North Half of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 25 minutes 55 seconds East along said south line 537.86 feet to the east line of said Northeast Quarter; thence North 00 degrees 19 minutes 07 seconds East along said east line 567.77 feet to the point of beginning, subject to any easements and encumbrances of record.

Said tract contains 3.19 acres, more or less.



**EXHIBIT E**

**Legal Description of Temporary Construction Easement**

North Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said Northeast Quarter 91.01 feet; thence North 89 degrees 45 minutes 03 seconds West 78.09 feet to the westerly right of way line of Trunk Highway No. 246, as defined in Final Certificate, in favor of the State of Minnesota, recorded May 10, 1966 in Book 288 of Deeds, Pages 17-38, as Doc. No. 202591 in the office of the County Recorder, Rice County, Minnesota; thence continue North 89 degrees 45 minutes 03 seconds West 25.00 feet to the point of beginning; thence South 00 degrees 14 minutes 57 seconds West, parallel with said westerly right of way line, 184.17 feet; thence South 25 degrees 15 minutes 36 seconds West 64.20 feet; thence South 51 degrees 57 minutes 08 seconds West 108.51 feet; thence North 00 degrees 23 minutes 36 seconds East 93.25 feet; thence North 32 degrees 41 minutes 19 seconds East 199.60 feet; thence North 00 degrees 14 minutes 57 seconds East 47.90 feet; thence South 89 degrees 45 minutes 03 seconds East 5.00 feet to the point of beginning.

Said temporary easement contains 0.35 acres, more or less.



**EXHIBIT F**

**Warranty Deed for Southern Property**

(Top 3 inches reserved for recording data)

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**WARRANTY DEED**

**Business Entity to Business Entity**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

FOR VALUABLE CONSIDERATION, Independent School District #659, a public corporation under the laws of the State of Minnesota ("Grantor"), hereby conveys and warrants to the City of Northfield, Minnesota, a municipal corporation under the laws of the State of Minnesota ("Grantee"), real property in Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

**None.**

The real property legally described herein is depicted on the parcel sketch attached hereto and incorporated herein by reference as Exhibit B.

The total consideration for this transfer is \$3,000.00 or less.

The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

**INDEPENDENT SCHOOL DISTRICT #659**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Its Clerk

State of \_\_\_\_\_, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Chairperson, and \_\_\_\_\_, as Clerk, of Independent School District #659, a public corporation under the laws of the State of Minnesota, Grantor.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103-2122  
651-225-8840

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Finance Director  
City of Northfield  
Northfield City Hall  
801 Washington Street  
Northfield, MN 55057

EXHIBIT A

LEGAL DESCRIPTION

That part of Outlot A, ROCK ADDITION NO. 1, and part of the Trunk Highway No. 246 right of way adjoining to and lying easterly of said Outlot A, all according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota, described as follows:

Beginning at the northeast corner of said plat of ROCK ADDITION NO. 1; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said plat 186.96 feet; thence North 89 degrees 45 minutes 03 seconds West 95.23 feet; thence North 28 degrees 35 minutes 49 seconds West 186.08 feet; thence North 89 degrees 25 minutes 55 seconds West 374.36 feet to the west line of said Outlot A; thence North 00 degrees 09 minutes 34 seconds East, along said west line 25.00 feet more or less, to the north line of said Outlot A; thence South 89 degrees 25 minutes 55 seconds East, along said north line 559.63 feet to the point of beginning, subject to any easements and encumbrances of record.



**EXHIBIT G**

**Warranty Deed for Northern Property**

(Top 3 inches reserved for recording data)

**WARRANTY DEED**

**Business Entity to Business Entity**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

FOR VALUABLE CONSIDERATION, Independent School District #659, a public corporation under the laws of the State of Minnesota ("Grantor"), hereby conveys and warrants to the City of Northfield, Minnesota, a municipal corporation under the laws of the State of Minnesota ("Grantee"), real property in Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

**None.**

The real property legally described herein is depicted on the parcel sketch attached hereto and incorporated herein by reference as Exhibit B.

The total consideration for this transfer is \$3,000.00 or less.

The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

**INDEPENDENT SCHOOL DISTRICT #659**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Its Clerk

State of \_\_\_\_\_, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Chairperson, and \_\_\_\_\_, as Clerk, of Independent School District #659, a public corporation under the laws of the State of Minnesota, Grantor.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103-2122  
651-225-8840

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Finance Director  
City of Northfield  
Northfield City Hall  
801 Washington Street  
Northfield, MN 55057

## EXHIBIT A

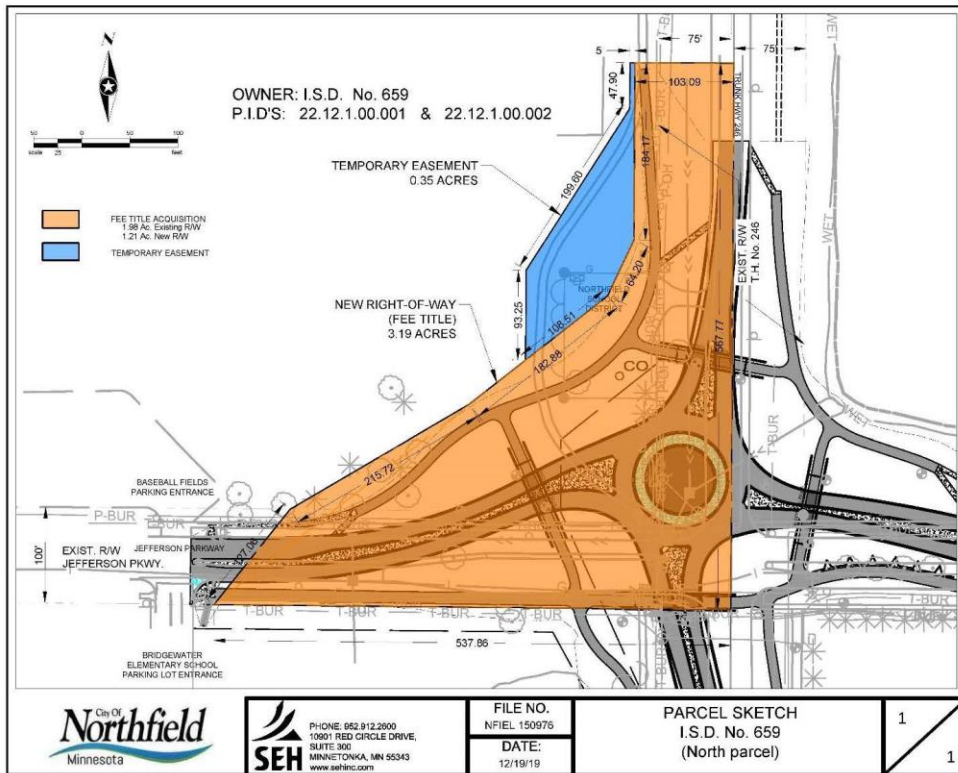
## LEGAL DESCRIPTION

That part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said Northeast Quarter 91.01 feet to the point of beginning; thence North 89 degrees 45 minutes 03 seconds West 78.09 feet to the westerly right of way line of Trunk Highway No. 246, as defined in Final Certificate, in favor of the State of Minnesota, recorded May 10, 1966 in Book 288 of Deeds, Pages 17-38, as Doc. No. 202591 in the office of the County Recorder, Rice County, Minnesota; thence continue North 89 degrees 45 minutes 03 seconds West 25.00 feet; thence South 00 degrees 14 minutes 57 seconds West, parallel with said westerly right of way line, 184.17 feet; thence South 25 degrees 15 minutes 36 seconds West 64.20 feet; thence South 51 degrees 57 minutes 08 seconds West 182.88 feet; thence South 59 degrees 44 minutes 15 seconds West 215.72 feet; thence South 38 degrees 39 minutes 19 seconds West 127.06 feet to the south line of said North Half of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 25 minutes 55 seconds East along said south line 537.86 feet to the east line of said Northeast Quarter; thence North 00 degrees 19 minutes 07 seconds East along said east line 567.77 feet to the point of beginning, subject to any easements and encumbrances of record.

EXHIBIT B

PARCEL SKETCH





**EXHIBIT H**

**Temporary Construction Easement**

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Independent School District #659, a public corporation under the laws of the state of Minnesota, referred to hereinafter as “Grantor,” and the City of Northfield, Minnesota, a municipal corporation under the laws of the State of Minnesota, referred to hereinafter as “Grantee.”

**AGREEMENT**

That for and in consideration of the sum of One and No/100ths 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 Temporary Easement for construction purposes (the “Temporary Easement”) over, under and across that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 00 degrees 19 minutes 07 seconds West, assumed bearing, along the east line of said Northeast Quarter 91.01 feet; thence North 89 degrees 45 minutes 03 seconds West 78.09 feet to the westerly right of way line of Trunk Highway No. 246, as defined in Final Certificate, in favor of the State of Minnesota, recorded May 10, 1966 in Book 288 of Deeds, Pages 17-38, as Doc. No. 202591 in the office of the County Recorder, Rice County, Minnesota; thence continue North 89 degrees 45 minutes 03 seconds West 25.00 feet to the point of beginning; thence South 00 degrees 14 minutes 57 seconds West, parallel with said westerly right of way line, 184.17 feet; thence South 25 degrees 15 minutes 36 seconds West 64.20 feet; thence South 51 degrees 57 minutes 08 seconds West 108.51 feet; thence North 00 degrees 23 minutes 36 seconds East 93.25 feet; thence North 32 degrees 41 minutes 19 seconds East 199.60 feet; thence North 00 degrees 14 minutes 57 seconds East 47.90 feet; thence South 89 degrees 45 minutes 03 seconds East 5.00 feet to the point of beginning.

Said temporary easement contains 0.35 acres, more or less.

The above-described easement area shall be referred to hereinafter as the “Temporary Easement Area.”

2. The Temporary Easement Area legally described above is depicted on Exhibit A in blue, which is attached hereto and incorporated herein by reference.
3. 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 Temporary Easement described herein.
4. The Grantee shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, installation, operation, repair, maintenance and reconstruction of staging equipment, equipment storage, material storage, and access to the construction site in the Temporary Easement Area.
5. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area 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 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 Easement Area any new structure or object that was not in existence on the date of this Agreement that would prevent the Grantee’s reasonable access to or full use of the Temporary Easement Area for the purposes and duration herein stated.
8. The Grantee agrees to promptly repair any damages within the Temporary Easement Area, with the intent being to restore the surface of said area to as close to original condition as is reasonably practicable given the rights granted hereunder.
9. The Grantee agrees to defend, indemnify, and hold Grantor harmless from any loss, injury, lien, or damage alleged to result from Grantee’s use of the Temporary Easement granted hereunder.
10. The Grantor shall disclose to the Grantor’s successors in title the existence of the Temporary Easement if the above-described property, or any part thereof, are conveyed prior to the expiration of the Temporary Easement.
11. 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.



**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

Dated: \_\_\_\_\_

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 \_\_\_\_\_, 2020, 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 WAS DRAFTED BY:

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

