

(Do not write in the space above. Reserved for recording/transfer data)

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

This Agreement is made this 4th day of April, 20 23, by and between Northfield Golf Corporation, a nonprofit corporation organized under the laws of the State of Minnesota, 707 Prairie Street, Northfield, Minnesota 55057, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Five Thousand Nine Hundred Eighty and 00/100ths Dollars (\$5,980.00) 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 two Permanent Easements for public drainage, trail, utility, and roadway purposes identified herein as "Trail Easement K" and "Trail Easement L", respectively (collectively the "Permanent Easements"), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota; which Permanent Easements are respectively legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Areas").
2. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes identified as "Temporary Easement W" (the "Temporary Easement") over, under and across that part of the tract of land legally described on Exhibit A, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with a Trail and

Spring Creek Road Project, which will include the construction of public trail, roadway, utility, and drainage facilities (the "Grantee's Work").

The Temporary Easement shall expire no later than the earlier of: (a) two (2) years following the date on which the contractor hired by the City to complete the Grantee's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) three (3) years from the date of this Agreement.

3. The Permanent Easement Areas and Temporary Easement Area described above are depicted together on the schematic drawing/map, Exhibit D, which is attached hereto and incorporated herein by reference. The Permanent Easements are respectively identified as "Trail Easement K" and "Trail Easement L", and the Temporary Easement is identified as "Temporary Easement W" in Exhibit D.
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 Easements and Temporary Easement described herein.
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 the trail, drainage, utility, and roadway facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Areas and Temporary Easement Area described herein.
6. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee's Work. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the Permanent Easement Areas or Temporary Easement Area.
7. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Areas 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.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Areas and 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 the Permanent Easements and Temporary Easement.

9. The Grantor shall not erect, construct or locate in the Permanent Easement Areas and Temporary Easement Area any new structure or object that was not in existence on the date of the Permanent Easements and Temporary Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Areas and Temporary 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, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Areas back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
11. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work or improvements within the Permanent Easement Areas and Temporary Easement Area and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
12. 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.
13. This instrument 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 trail drainage, utility, and roadway facilities and improvements constructed in the Permanent Easement Areas, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
14. 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, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
15. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
16. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

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


GRANTOR:

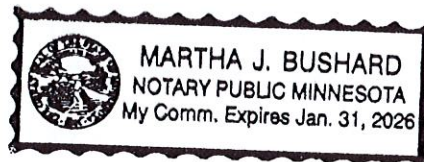
NORTHFIELD GOLF CORPORATION

By: 
Nate Hausen, Its President

STATE OF MN)
) ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 4th day of April, 2025, by Nate Hausen, as President, of Northfield Golf Corporation, a nonprofit corporation under the laws of the State of Minnesota, Grantor.


Notary Public



GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Erica Zweifel, as Mayor, and Lynette Peterson, as City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

All that part of the East Half of the Northwest Quarter of Section 5, Township 111, Range 19, Rice County, Minnesota, described as follows:

Commencing at the northwest corner of said East Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 17 minutes 08 seconds West, along the west line of said East Half, a distance of 290.06 feet, to the point of beginning of the land to be described; thence North 89 degrees 07 minutes 29 seconds East, a distance of 302.80 feet; thence South 23 degrees 04 minutes 40 seconds East, a distance of 176.25 feet; thence South 78 degrees 22 minutes 11 seconds East, a distance of 125.56 feet; thence South 88 degrees 30 minutes 12 seconds East, a distance of 123.13 feet; thence South 60 degrees 14 minutes 25 seconds East, a distance of 110.27 feet; thence South 54 degrees 50 minutes 06 seconds East, a distance of 107.11 feet; thence South 50 degrees 28 minutes 00 seconds East, a distance of 105.77 feet; thence South 45 degrees 37 minutes 24 seconds East, a distance of 105.77 feet; thence South 40 degrees 46 minutes 48 seconds East, a distance of 105.77 feet; thence South 35 degrees 56 minutes 09 seconds East, a distance of 105.84 feet; thence South 33 degrees 35 minutes 12 seconds East, a distance of 330.00 feet; thence South 01 degrees 10 minutes 39 seconds West, a distance of 712.26 feet; thence North 89 degrees 37 minutes 59 seconds West, a distance of 109.86 feet; thence South 85 degrees 03 minutes 15 seconds West, a distance of 147.92 feet; thence South 78 degrees 56 minutes 44 seconds West, a distance of 73.23 feet; thence North 34 degrees 52 minutes 16 seconds West, a distance of 225.00 feet; thence North 60 degrees 41 minutes 43 seconds West, a distance of 135.37 feet; thence North 21 degrees 03 minutes 39 seconds West, a distance of 220.44 feet; thence North 12 degrees 56 minutes 52 seconds West, a distance of 220.68 feet; thence North 29 degrees 53 minutes 12 seconds West, a distance of 169.56 feet; thence North 58 degrees 14 minutes 54 seconds West, a distance of 283.74 feet; thence North 86 degrees 45 minutes 17 seconds West, a distance of 120.66 feet; thence North 89 degrees 42 minutes 52 seconds West, a distance of 110.05 feet, to said west line of the East Half of the Northwest Quarter; thence North 00 degrees 17 minutes 08 seconds East, along said west line, a distance of 647.33 feet, to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENTS

Trail Easement K

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying easterly of the right-of-way of Spring Creek Road and lying westerly of the following described line:

Commencing at the northwest corner of said Section 5; thence South 00 degrees 07 minutes 50 seconds West (assumed bearing) on the west line of the Northwest Quarter of said Section 5, a distance of 458.23 feet; thence South 89 degrees 52 minutes 10 seconds East, 33.00 feet to the east line of Spring Creek Road, also being the beginning of the line to be described; thence continuing South 89 degrees 52 minutes 10 seconds East, 14.45 feet; thence South 00 degrees 07 minutes 50 seconds West, 20.00 feet; thence North 89 degrees 52 minutes 10 seconds West, 14.45 feet to the east line of Spring Creek Road and said line there terminating.

Trail Easement L

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying easterly of the right-of-way of Spring Creek Road and lying westerly of the following described line:

Commencing at the northwest corner of said Section 5; thence South 00 degrees 07 minutes 50 seconds West (assumed bearing) on the west line of the Northwest Quarter of said Section 5, a distance of 696.87 feet; thence South 89 degrees 52 minutes 10 seconds East, 33.00 feet to the east line of Spring Creek Road, also being the beginning of the line to be described; thence continuing South 89 degrees 52 minutes 10 seconds East, 14.45 feet; thence South 00 degrees 07 minutes 50 seconds West, 20.00 feet; thence North 89 degrees 52 minutes 10 seconds West, 14.45 feet to the east line of Spring Creek Road and said line there terminating.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

Temporary Easement W

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying easterly of the right-of-way of Spring Creek Road and lying westerly of the following described line:

Commencing at the northwest corner of said Section 5; thence South 00 degrees 07 minutes 50 seconds West (assumed bearing) on the west line of the Northwest Quarter of said Section 5, a distance of 93.83 feet; thence South 89 degrees 52 minutes 10 seconds East, 33.00 feet to the east line of Spring Creek Road, also being the beginning of the line to be described; thence continuing South 89 degrees 52 minutes 10 seconds East, 8.26 feet; thence South 00 degrees 00 minutes 30 seconds West, 237.41 feet; thence South 67 degrees 11 minutes 06 seconds East, 25.02 feet; thence South 00 degrees 00 minutes 00 seconds East, 22.89 feet; thence South 56 degrees 44 minutes 28 seconds West, 19.24 feet; thence South 00 degrees 00 minutes 26 seconds East, 125.00 feet; thence North 89 degrees 52 minutes 10 seconds West, 3.92 feet; thence South 00 degrees 04 minutes 25 seconds East, 429.90 feet to the north line of Lot 1, Block 1, Calvary Cemetery, according to the recorded plat thereof and said line there terminating

EXHIBIT D

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS

