

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this ____ day of _____, 2018, by and between Strobel & Werner Real Estate Holding Company, LLC, a limited liability company organized under the laws of the State of Minnesota, 1200 S. Hwy. 3, Northfield, MN 55057 (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 and easement area as described and depicted in the survey, Exhibit A, prepared by PTS Land Surveying, Inc., dated September 14, 2018, which is attached hereto and incorporated herein by reference.

The above-described and depicted easement area shall be referred to hereinafter as the “Permanent Easement.”

2. 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.
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.

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

GRANTOR:

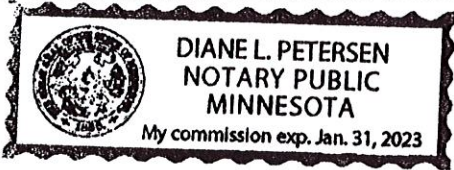
STROBEL & WERNER REAL ESTATE
HOLDING COMPANY, LLC

By: 

Michael Strobel, Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

This instrument was acknowledged before me on Sept. 18, 2018, by Michael Strobel, the Manager of Strobel & Werner Real Estate Holding Company, LLC, a limited liability company under the laws of the State of Minnesota, Grantor.



Diane L. Petersen
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 _____, 2018, 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

**CERTIFICATE OF SURVEY FOR:
STROBEL AND WERNER REAL ESTATE HOLDING COMPANY, LLC.
1200 HWY 3 SOUTH, NORTHFIELD, MN 55057**

LEGEND

- 1/2" X 18" IRON PIPE MONUMENT SET, MARKED BY LICENSE NO. 45332
- RICE COUNTY MONUMENT FOUND
- IRON PIPE MONUMENT FOUND

EXISTING AND PROPOSED EASEMENT EXHIBIT

EXISTING DRAINAGE AND UTILITY EASEMENT DESCRIPTION TO BE VACATED

All Drainage and Utility easements as shown on the plat of STROBEL-WERNER ADDITION, Northfield, Rice County, Minnesota.

PROPOSED DRAINAGE AND UTILITY EASEMENT LEGAL DESCRIPTION:

A. Drainage and Utility Easement over, under and across that part of Lot 1, Block 1, Strobel-Werner Addition, Northfield, Rice County, Minnesota, Described as follows:

Beginning at the Westernmost corner of Lot 3, Block 2, SOUTHGATE COMMERCIAL ADDITION to the City of Northfield, Rice County, Minnesota; thence South 40 degrees 54 minutes 09 seconds West, a distance of 7.67 feet; thence North 49 degrees 05 minutes 51 seconds East, a distance of 287.16 feet; thence North 40 degrees 05 minutes 09 seconds East, a distance of 52.74 feet; thence North 87 degrees 05 minutes 51 seconds West, a distance of 28.44 feet; thence North 49 degrees 05 minutes 09 seconds West, a distance of 122.00 feet; thence North 49 degrees 05 minutes 51 seconds East, a distance of 156.71 feet; thence North 87 degrees 43 minutes 19 seconds West, a distance of 8.28 feet; thence South 40 degrees 05 minutes 09 seconds West, a distance of 58.83 feet; thence North 49 degrees 05 minutes 51 seconds East, a distance of 10.00 feet to a point 70 feet Southwesterly from the Northernmost corner of Lot 1, Block 1, STROBEL WERNER ADDITION; thence North 40 degrees 54 minutes 09 seconds East along the Northernly of said Lot 1, a distance of 70.00 feet to the Northernly most corner of said Lot 1, and there terminating. Abstract Property.

AND ALSO:

Beginning at the Northernly most corner of Lot 1, Block 1, STROBEL WERNER ADDITION; thence South 40 degrees 05 minutes 09 seconds West along the Northernly of said Lot 1, a distance of 70.00 feet; thence North 49 degrees 05 minutes 51 seconds West, a distance of 26.83 feet; thence South 40 degrees 05 minutes 09 seconds West, a distance of 280.00 feet, and there terminating. Abstract Property.

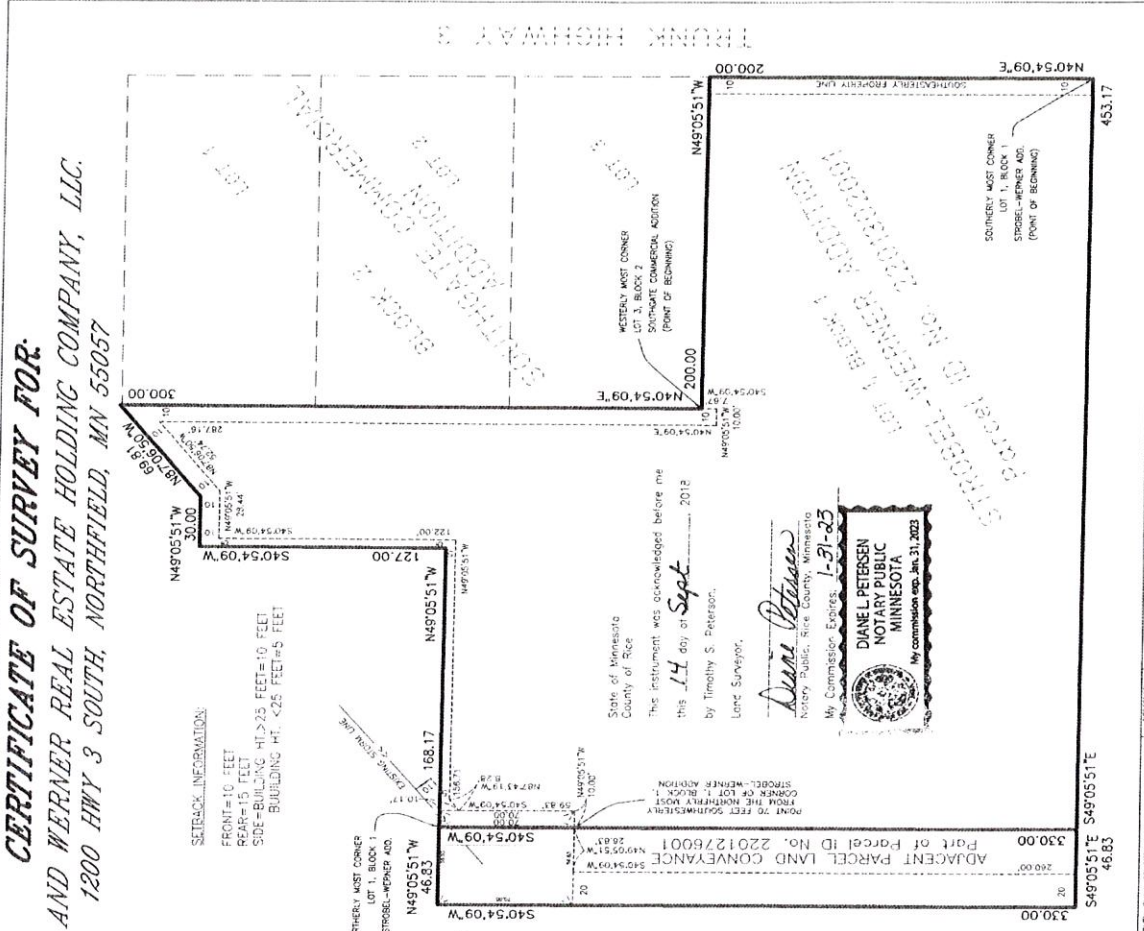
AND ALSO:

A. Drainage and Utility Easement over, under and across that part of Lot 1, Block 1, Strobel-Werner Addition, Northfield, Rice County, Minnesota, Described as follows:

Beginning at the Southernmost corner of Lot 1, Block 1, STROBEL-WERNER ADDITION to the City of Northfield, Rice County, Minnesota; thence North 49 degrees 05 minutes 51 seconds West, a distance of 10.00 feet; thence North 40 degrees 05 minutes 09 seconds East, a distance of 200.00 feet; thence South 49 degrees 05 minutes 51 seconds East, a distance of 10.00 feet; thence South 40 degrees 05 minutes 09 seconds West, a distance of 200.00 feet to the Point of Beginning, and there terminating.

NOTES:

1. Minimal Topographic data was collected to create this map. Topography was collected only to determine flood elevation of 810, existing building location and existing pond location and elevation.



This instrument was acknowledged before me this 14 day of Sept, 2018, by Timothy S. Peterson, Land Surveyor.

Daniel Peterson
Notary Public, Rice County, Minnesota
My Commission Expires: 1-31-23

DANIEL PETERSEN
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan. 31, 2023

DATE	07-18-2018	SCALE	AS SHOWN	PROJECT	STROBEL-WERNER ADDITION
BY	TSP	DATE		CHECKED	
BY		DATE		CHECKED	
BY		DATE		CHECKED	
BY		DATE		CHECKED	
<p><i>Legate</i></p> <p>PLAT NO. 184333</p>					
<p>PROPERTY CERTIFY THAT THIS SURVEY, IN ALL OF WHICH THIS REPORT WAS PREPARED BY ME, WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE STATUTE OF THE STATE OF MINNESOTA.</p>					
<p>PTS LAND SERVICES, INC. COMPLETE LAND SURVEYING SERVICES</p>					
<p>CERTIFICATE OF SURVEY LOT 1, BLOCK 1 STROBEL-WERNER ADDITION NORTHFIELD, RICE COUNTY, MN</p>					
<p>SHEET 3</p>					