

(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 _____ day of _____, 20____, by and between The Church of St. Dominic of Northfield, Minnesota, a religious parish corporation organized under the laws of the State of Minnesota, and tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code, 216 Spring St. N. , 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 Six Thousand Eight Hundred Twenty and 00/100ths Dollars (\$6,820.00) 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 Easement for public drainage, trail, utility, and roadway purposes identified herein as “Trail Easement M” (the “Permanent Easement”), 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 Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
2. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes identified herein as “Temporary Easement X” (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 Area 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 Easement is identified as “Trail Easement M”, and the Temporary Easement is identified as “Temporary Easement X” 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 Easement and Temporary Easement described herein.
5. During the applicable period respective to the above identified easements, 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 and Temporary Easement Areas described herein.
6. During the applicable period respective to the above identified easements, 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 Area or Temporary Easement Area.
7. The Grantee and its employees, agents, permittees and licensees shall have such right of ingress and egress to and from the Permanent 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.
8. During the applicable period respective to the above identified easements, the Grantee shall have the right to trim, remove and keep the Permanent Easement Area 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 this Permanent Easement and Temporary Easement.

9. During the applicable period respective to the above identified easements, the Grantor shall not erect, construct or locate in the Permanent Easement or Temporary Easement Areas any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Easement, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Areas 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 and Temporary Easement Areas 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 Area, 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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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:

Lot 1, Block 1, Calvary Cemetery, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION – Trail Easement M:

An easement over, under and across that part of Lot 1, Block 1, Calvary Cemetery, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Commencing at the Northwest Corner of said Lot 1; thence South 00 degrees 07 minutes 50 seconds West on the west line of said Lot 1, a distance of 322.50 feet to the point of beginning; thence South 00 degrees 07 minutes 50 seconds West, 29.00 feet to the South line of the Northwest Quarter of the Northwest Quarter, Section 5, Township 111 North, Range 19 West; thence North 89 degrees 22 minutes 44 seconds East on said south line, 12.00 feet; thence North 00 degrees 07 minutes 50 seconds East, 29.00 feet; thence South 89 degrees 22 minutes 44 seconds West, 12.00 feet to the point of beginning.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION – Temporary Easement X:

An easement over, under and across the West 12 feet of Lot 1, Block 1, Calvary Cemetery, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT D

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS

