

CITY OF NORTHFIELD, MINNESOTA
CITY COUNCIL RESOLUTION 2024-101

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

WHEREAS, Northfield Hockey Association, Inc., a Minnesota nonprofit corporation (the “Donor”), owns and holds fee title to certain real property located in the City of Northfield, Rice County, Minnesota (PID No. 22.11.1.54.009), legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Donor desires to donate the Property to the City of Northfield (the “City”) for construction of a municipal ice arena facility to be located on the Property for the benefit of the community (the “Project”); and

WHEREAS, a draft deed has been prepared for the Property to be donated to the City by the Donor, which is attached hereto and incorporated by reference as Exhibit B (the “Deed”); 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, the Donor is donating the Property for the Project subject to and with the expressed understanding that the City will, within three years of the date of the Deed, commence construction of the Project pursuant to those certain plans for the Project as approved by the City Council, in the City Council’s judgment and discretion, subject to the following restrictions, covenants, and conditions:

1. The Donor is conveying the Property legally described herein for the purpose stated in this Resolution (the “Resolution”);
2. The City shall commence construction of the Project generally described in this Resolution within three years of the date of the Deed;
3. If Project construction has commenced by the City prior to the three-year anniversary of the date of this Deed, then the restrictions, covenants, and conditions contained herein shall expire and be of no further force or effect; and

4. If, however, the City does not commence construction of the Project on or before the three-year anniversary of the date of this Deed, then and in that event, title to the real property, at Donor's election, shall revert to the Donor, and the City shall execute a quit claim deed to the Property for such purpose in favor of the Donor within 60 days of the date of expiration of the above stated period of time. In the event of reversion of the Property as provided herein to the Donor, neither the City nor the Donor shall have any obligation, financial or otherwise, to each other regarding the Property, except that the City, at the City's expense and in the City's judgment and discretion, shall restore the Property to the condition the Property was in on the date the Deed was recorded, reasonable wear and tear excepted; 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 governing body 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. 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.
2. The City Council hereby: (a) accepts the grant/acquisition of the Property by the Donor to the City; (b) authorizes and directs the City Clerk to seek execution of the Deed substantially in the form hereby approved and allowing any necessary minor or technical changes; (c) execute such other documentation as is necessary to accomplish the donation to and acquisition of the Property by the City of Northfield; and (d) record such executed Deed and such other documentation as necessary with the Rice County Recorder's Office and pay such related fees.
3. The City Council hereby expresses the community's appreciation to the Northfield Hockey Association for such donation.
4. The City Finance Director is hereby directed to issue a receipt to the Donor acknowledging the City's receipt of the Donor's donation.

PASSED by the City Council of the City of Northfield on this ___ day of _____, 2024.

ATTEST

City Clerk

Mayor

VOTE: ___ POWNELL ___ HOLMES ___ REISTER ___ NESS
 ___ SOKUP ___ PETERSON WHITE ___ ZUCCOLOTTO

EXHIBIT A

Legal Description of Property

Outlot C, in Gleason Third Addition, in the City of Northfield, Rice County, Minnesota.

EXHIBIT B

Warranty Deed

(Top 3 inches reserved for recording data)

WARRANTY DEED

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____, 2024

FOR VALUABLE CONSIDERATION, Northfield Hockey Association, Inc., a nonprofit corporation under the laws of the State of Minnesota (“**Grantor**”), hereby conveys and warrants to the City of Northfield, a municipal corporation under the laws of the State of Minnesota (“**Grantee**”), real property in Rice County, Minnesota, legally described as follows:

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

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: easements and restriction of record, and subject to the following restrictions, covenants, and conditions:

1. Grantor is conveying the real property legally described herein for the purpose stated in Grantee’s City Council Resolution No. _____, dated _____, 2024 (the “Resolution”).
2. Grantee shall commence construction of the Project generally described in the Resolution, in Grantee’s judgment and discretion, within three years of the date of this Deed.
3. If construction has commenced on the Project prior to the three-year anniversary of the date of this Deed, then the restrictions, covenants, and conditions contained herein shall expire and be of no further force or effect.
4. If, however, the Grantee does not commence construction of the Project on or before the three-year anniversary of the date of this Deed, then and in that event, title to the

THIS INSTRUMENT WAS DRAFTED BY:

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

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

City Administrator
City of Northfield
801 Washington St.
Northfield, MN 55057

EXHIBIT A

LEGAL DESCRIPTION

Outlot C, in Gleason Third Addition, in the City of Northfield, Rice County, Minnesota.