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**PERMANENT PUBLIC STORM SEWER EASEMENT**

This Agreement is made this 7<sup>th</sup> day of January, 2020, by and between Blackbird LLC, a Minnesota limited liability company, 1401 Heritage Drive, Northfield, MN 55057, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as 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(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Storm Sewer Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
3. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: a mortgage in favor of Bridgewater Bank dated June 15, 2015 and recorded June 22, 2015 as Document No. 678926; an existing drainage easement dated November 1, 1999 and recorded November 4, 1999 as Document No. 459031 (“Easement #1”); and an existing drainage and utility easement as shown on the Plat of Locust Development Third Addition (“Easement #2”).

4. Pursuant to this Agreement, Grantee shall vacate Easement #1, at Grantee's sole cost and expense, within a reasonable time period after this Agreement has been recorded by Grantee.
5. Pursuant to this Agreement, Easement #2 shall be revised hereby to incorporate the additional Permanent Easement Area.
6. The Grantee shall have the right to construct, excavate, grade, inspect, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge, service and repair, as it may find reasonably necessary the existing storm sewer facilities and improvements, and such other improvements appurtenant thereto in the Permanent Easement Area described herein.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. 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.
9. The Grantor(s) 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.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
12. 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 any public storm sewer facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) 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.



STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

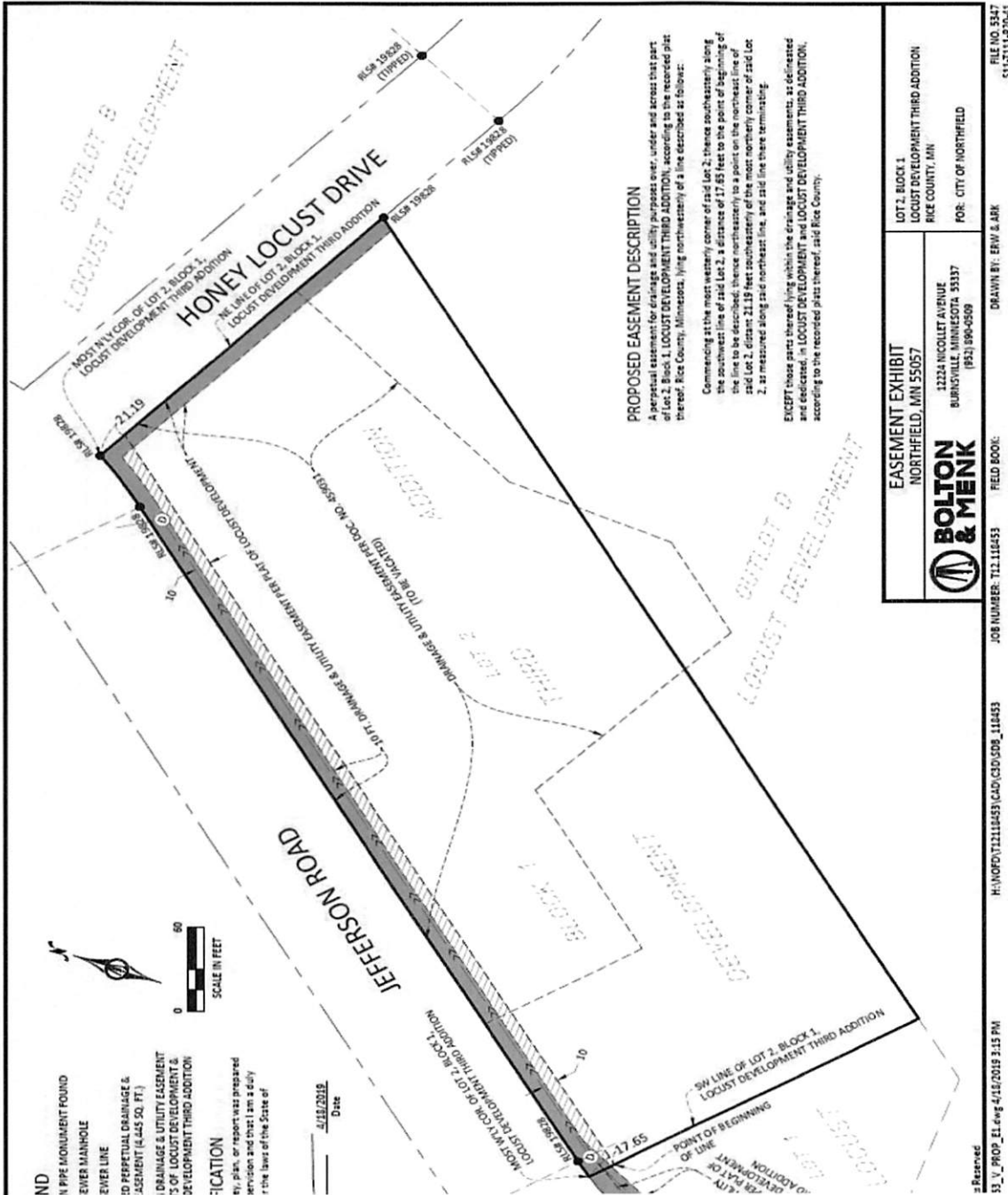
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

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

# EXHIBIT A

## DEPICTION OF PERMANENT EASEMENT



**EXHIBIT B**

**LEGAL DESCRIPTION OF REAL PROPERTY**

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

**LEGAL DESCRIPTION:**

Lot 2 Block 1 of LOCUST DEVELOPMENT THIRD ADDITION, Rice County, Minnesota.

**EXHIBIT C**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

A perpetual easement for storm sewer facilities purposes over, under and across that part of Lot 2, Block 1, LOCUST DEVELOPMENT THIRD ADDITION, according to the recorded plat thereof, Rice County, Minnesota, lying northwesterly of a line described as follows:

Commencing at the most westerly corner of said Lot 2; thence southeasterly along the southwest line of said Lot 2, a distance of 17.65 feet to the point of beginning of the line to be described; thence northeasterly to a point on the northeast line of said Lot 2, distant 21.19 feet southeasterly of the most northerly corner of said Lot 2, as measured along said northeast line, and said line there terminating.

EXCEPT those parts thereof lying within the drainage and utility easements, as delineated and dedicated, in LOCUST DEVELOPMENT and LOCUST DEVELOPMENT THIRD ADDITION, according to the recorded plats thereof, said Rice County.