

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this 3rd day of JUNE, 2016, by and between Ann Strawn, a single person, 1108 Woodley Street East, Northfield, Minnesota 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 described in Exhibit A, which is attached hereto and incorporated herein by reference.

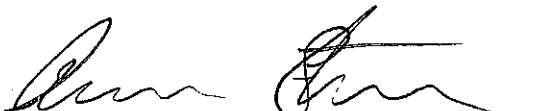
The above-described easement area shall be referred to hereinafter as the "Permanent Easement" and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, 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.

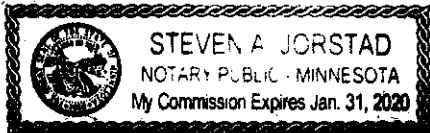
IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

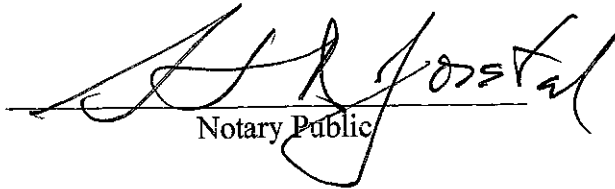
GRANTOR:


Ann Strawn

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 3 day of June, 2016, by Ann Strawn, a single person, Grantor.




Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Dana Graham, 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 _____, 2016, by Dana Graham, 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.

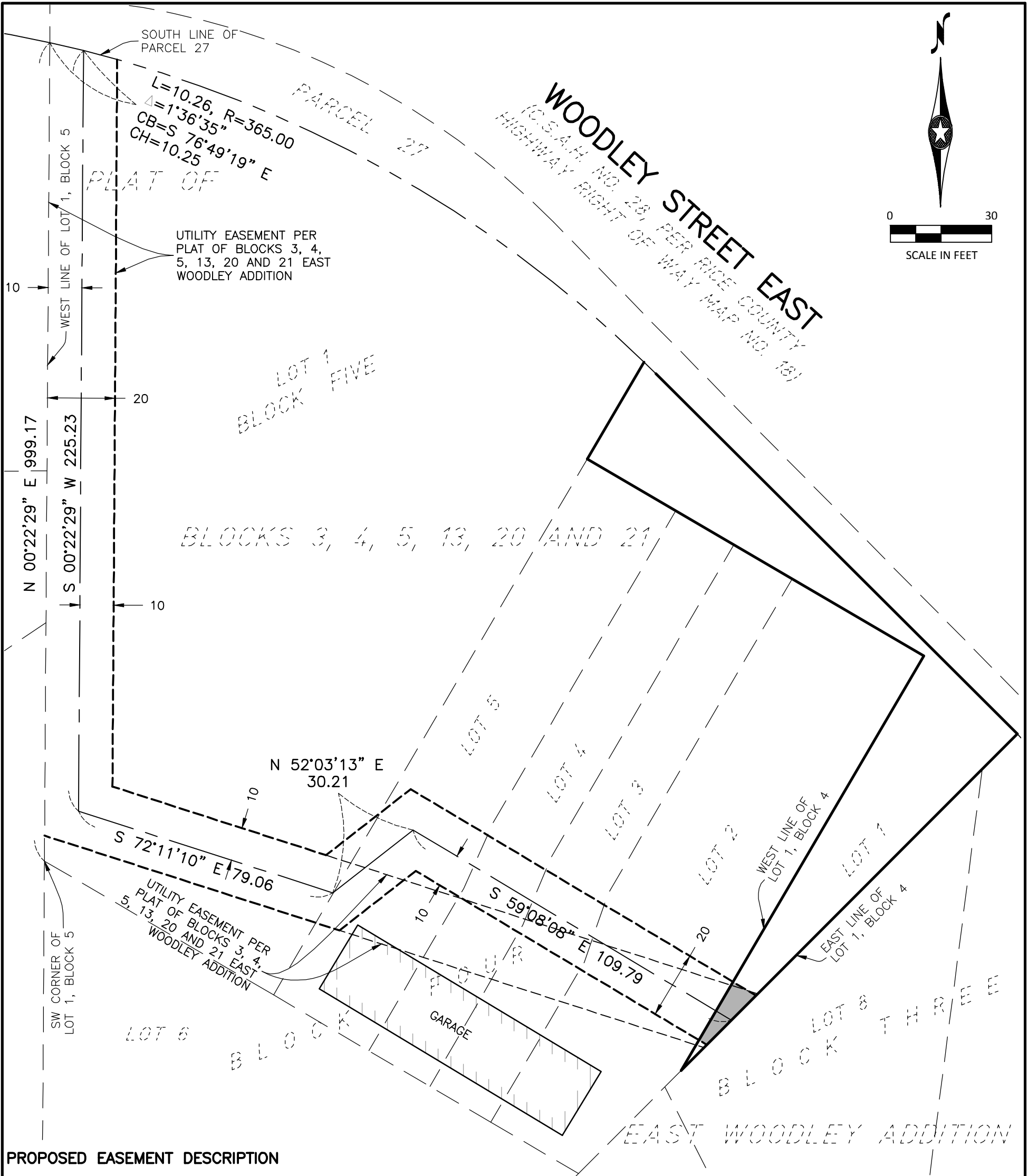
Notary Public

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



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block Four, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:

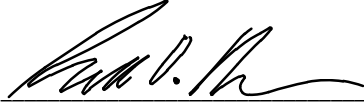
Commencing at the southwest corner of Lot 1, Block Five, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, Block Five, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degree 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the centerline to be described; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet to the east line of said Lot 1, Block Four, and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the west line of said Lot 1, Block Four and at said east line of Lot 1, Block Four.

DRAINAGE & UTILITY EASEMENT
AREA: 106 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.


Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 1, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this 3rd day of June, 2016, by and between Ann Strawn, a single person, 1108 Woodley Street East, Northfield, Minnesota 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 described in Exhibit A, which is attached hereto and incorporated herein by reference.

The above-described easement area shall be referred to hereinafter as the "Permanent Easement" and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, 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.
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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.

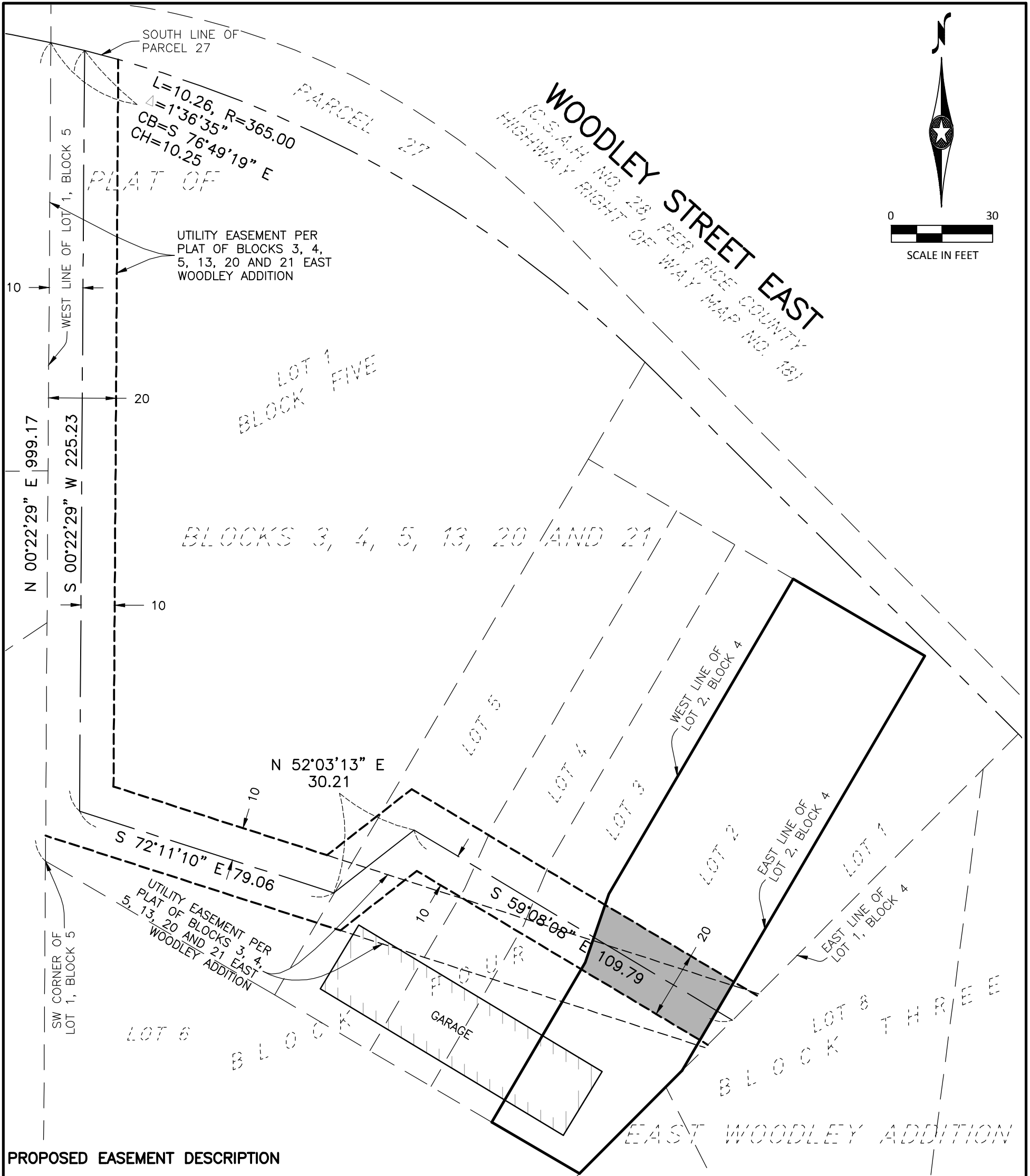
GRANTOR:



Ann Strawn

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 2, Block Four, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:

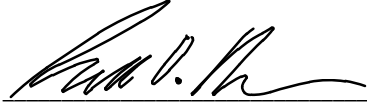
Commencing at the southwest corner of Lot 1, Block Five, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, Block Five, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degree 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the centerline to be described; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet to the east line of Lot 1, said Block Four and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the west line of said Lot 2, Block Four and at the east line of said Lot 2, Block Four.

DRAINAGE & UTILITY EASEMENT
AREA: 851 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 2, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this 2nd day of June, 2016, by and between Michael D. Troje and Judith A. Troje, husband and wife, 1106 Woodley Street East, Northfield, Minnesota 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 described in Exhibit A, which is attached hereto and incorporated herein by reference.

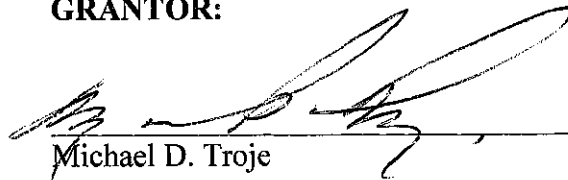
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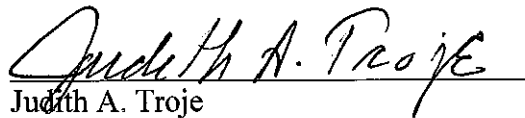
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3. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utilities facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement area described herein.

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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.

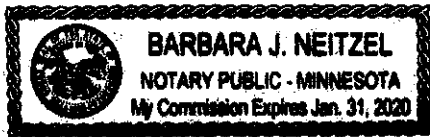
GRANTOR:


Michael D. Troje


Judith A. Troje

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2016, by Michael D. Troje and Judith A. Troje, husband and wife, Grantor.



Barbara J. Neitzel
Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Dana Graham, 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 _____, 2016, by Dana Graham, 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.

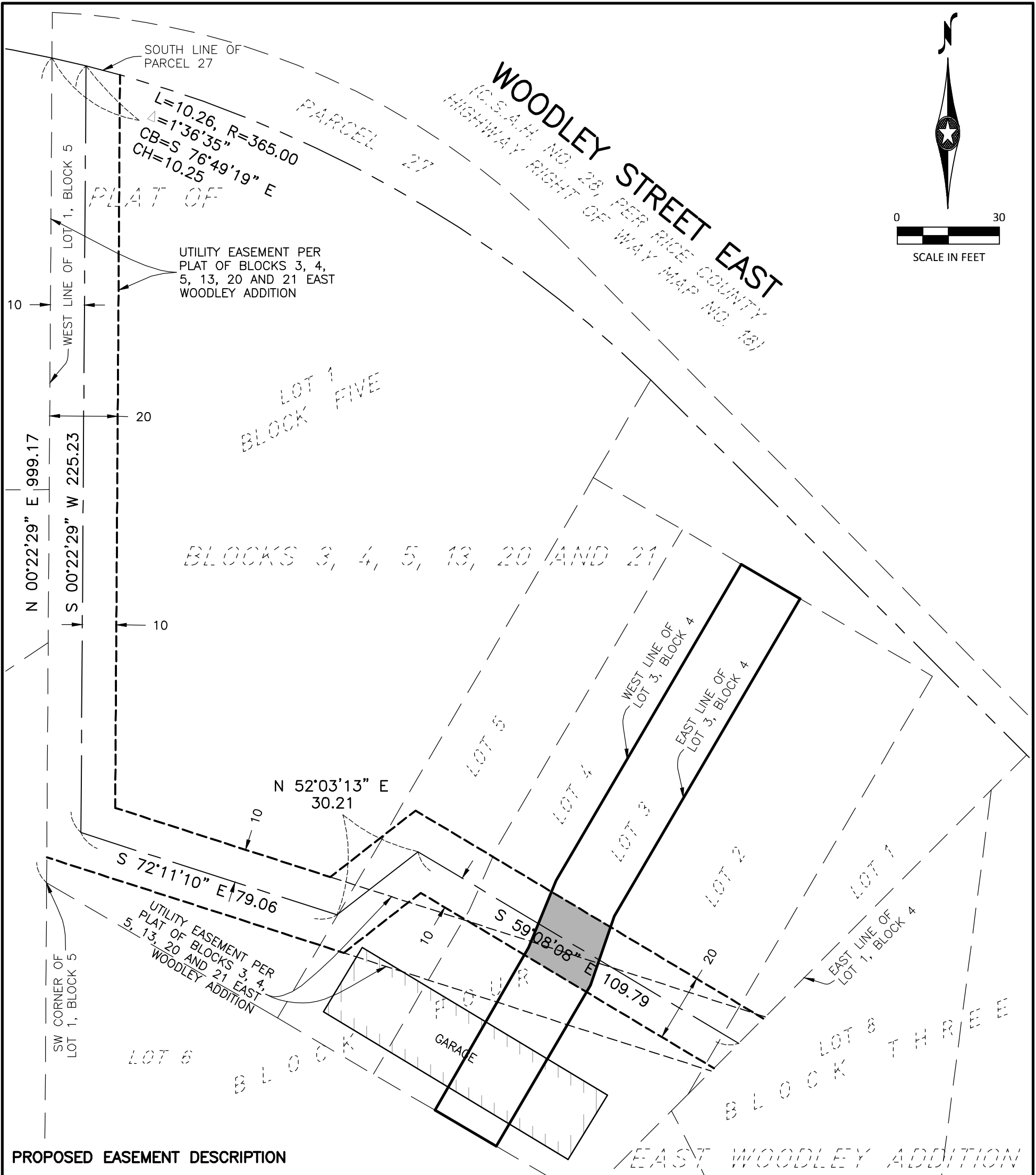
Notary Public.

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




PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 3, Block Four, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:

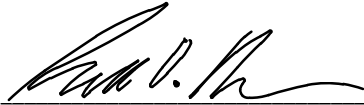
Commencing at the southwest corner of Lot 1, Block Five, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, Block Five, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degree 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the centerline to be described; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet to the east line of Lot 1, said Block Four, and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the west line of said Lot 3, Block Four and at the east line of said Lot 3, Block Four.

 DRAINAGE & UTILITY EASEMENT
AREA: 415 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 3, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

Consent of Lien Holder

Wells Fargo Bank, N.A., ("Lien Holder"), is the current holder of a Mortgage /Deed of Trust dated October 15, 2015 as recorded in Instrument No. A682468, hereby consents to the grant of the foregoing Permanent Drainage and Utilities Easement dated June 2, 2016 and signed by Michael D. Troje and Judith A. Troje to City of Northfield and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold and the same is hereby deemed to be sold subject to said Easement

SIGNED AND EXECUTED this 22 day of July 2016

Wells Fargo Bank, N.A.,

By: Gwen R. Smalley
Gwen R. Smalley,
Vice President

STATE of Maryland

COUNTY of Frederick County

BEFORE ME, the undersigned authority, on this day personally appeared Gwen R, Smalley, Vice President, of Wells Fargo Bank, N.A., known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS
22 day of July 2016.



Christopher V. Talmadge
Notary Public State of Maryland
Christopher V. Talmadge
My commission expires: 04/1/2020

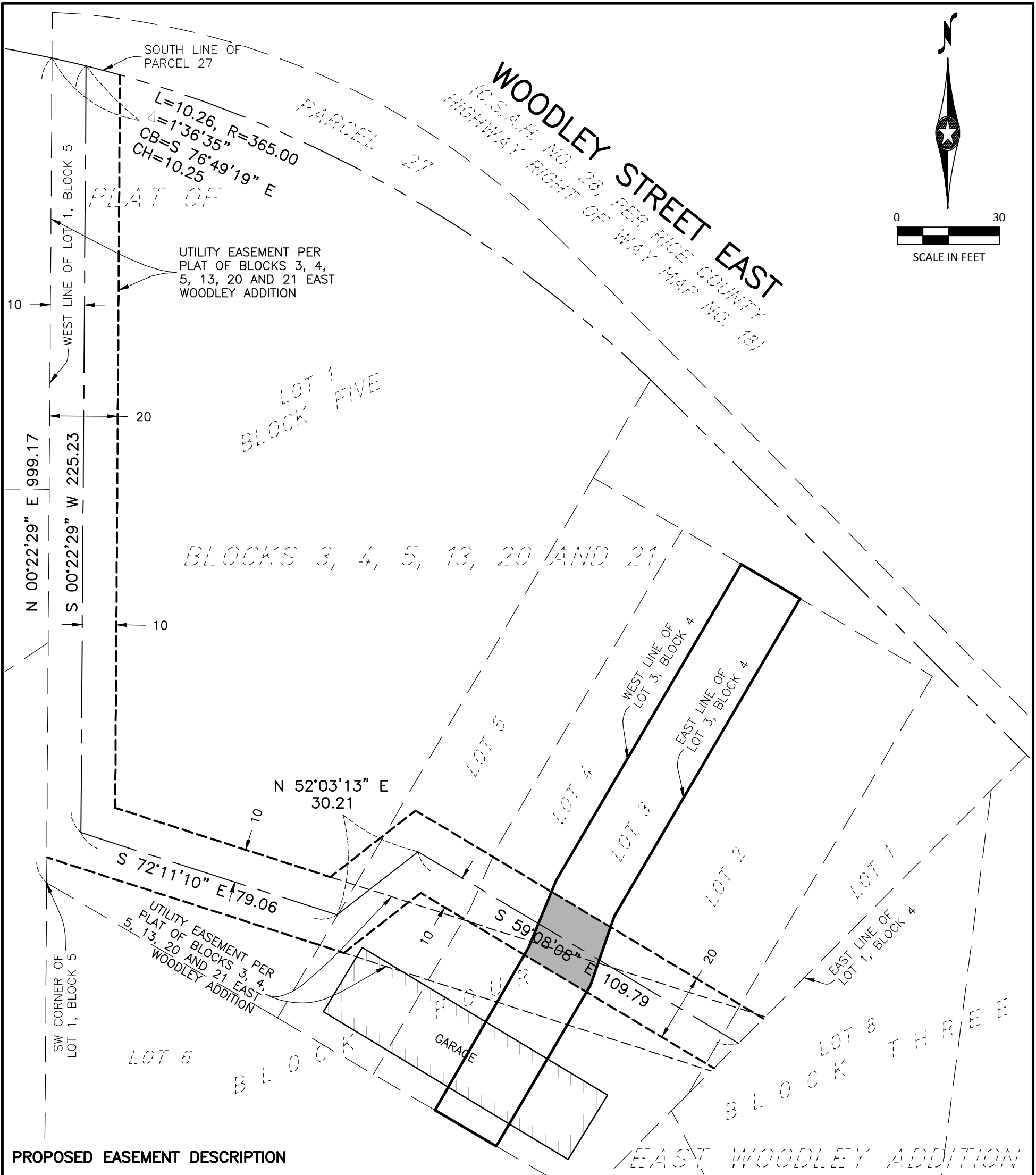
EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The real property referenced in this Consent of Mortgagee to Easement is legally described below:

LEGAL DESCRIPTION:

Lot 3, Block 4, Plat of Blocks 3, 4, 5, 13, 20 and 21, East Woodley Addition, Northfield, Rice County, Minnesota.




PROPOSED EASEMENT DESCRIPTION

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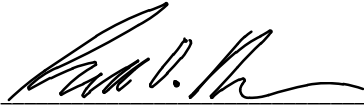
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 DRAINAGE & UTILITY EASEMENT
AREA: 415 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN

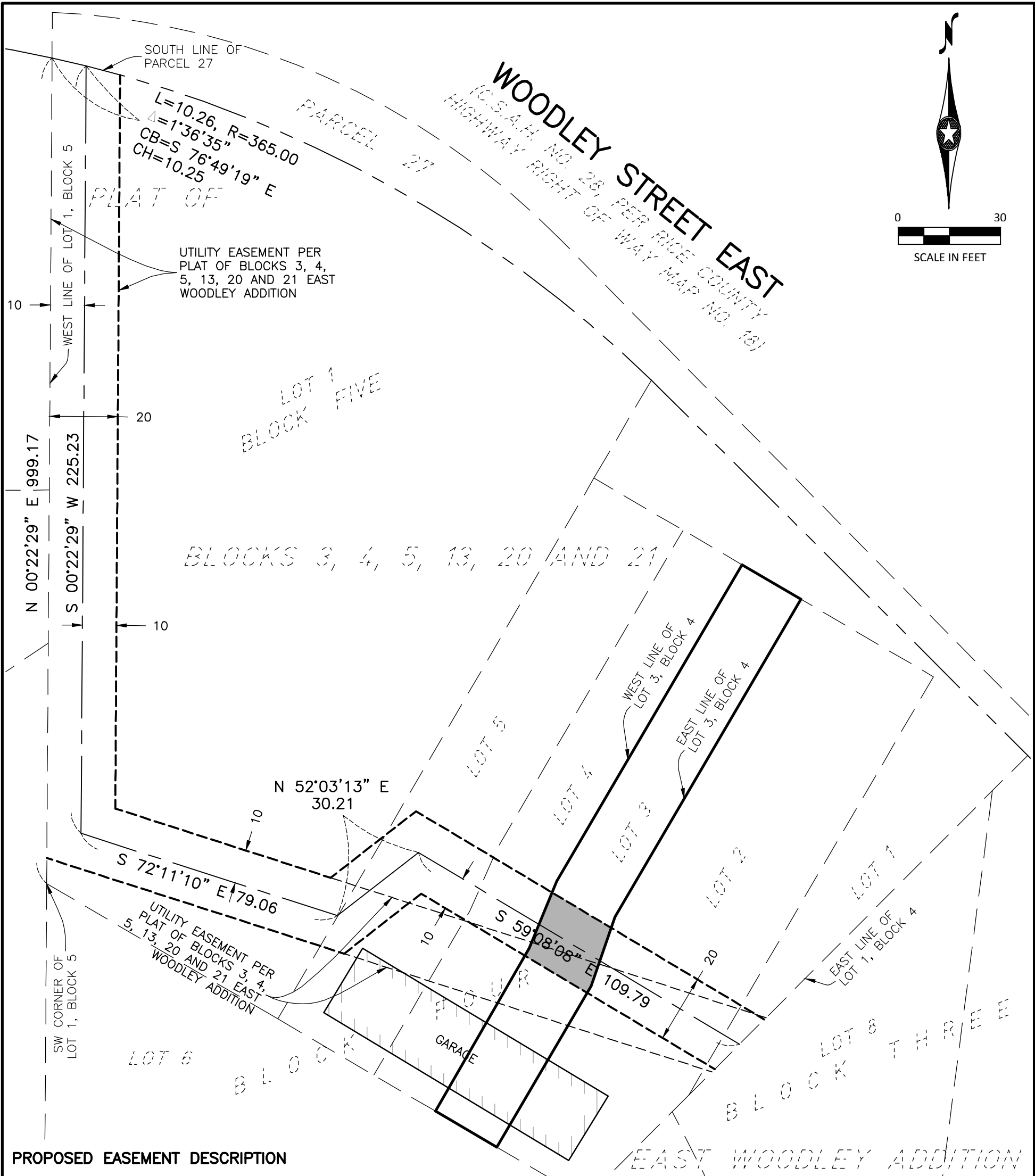


BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 3, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD




PROPOSED EASEMENT DESCRIPTION

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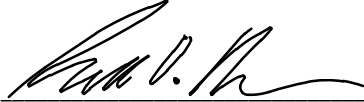
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Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 3, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this 3rd day of June, 2016, by and between Rebecca S. Peterson, a single person, 1104 Woodley Street East, Northfield, Minnesota 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 described in Exhibit A, which is attached hereto and incorporated herein by reference.


The above-described easement area shall be referred to hereinafter as the "Permanent Easement" and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, 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.

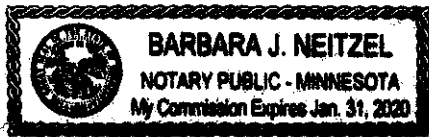
IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

GRANTOR:


Rebecca S. Peterson

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 3rd day of June, 2016, by Rebecca S. Peterson, a single person, Grantor.



Barbara J. Neitzel
Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Dana Graham, 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 _____, 2016, by Dana Graham, 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.

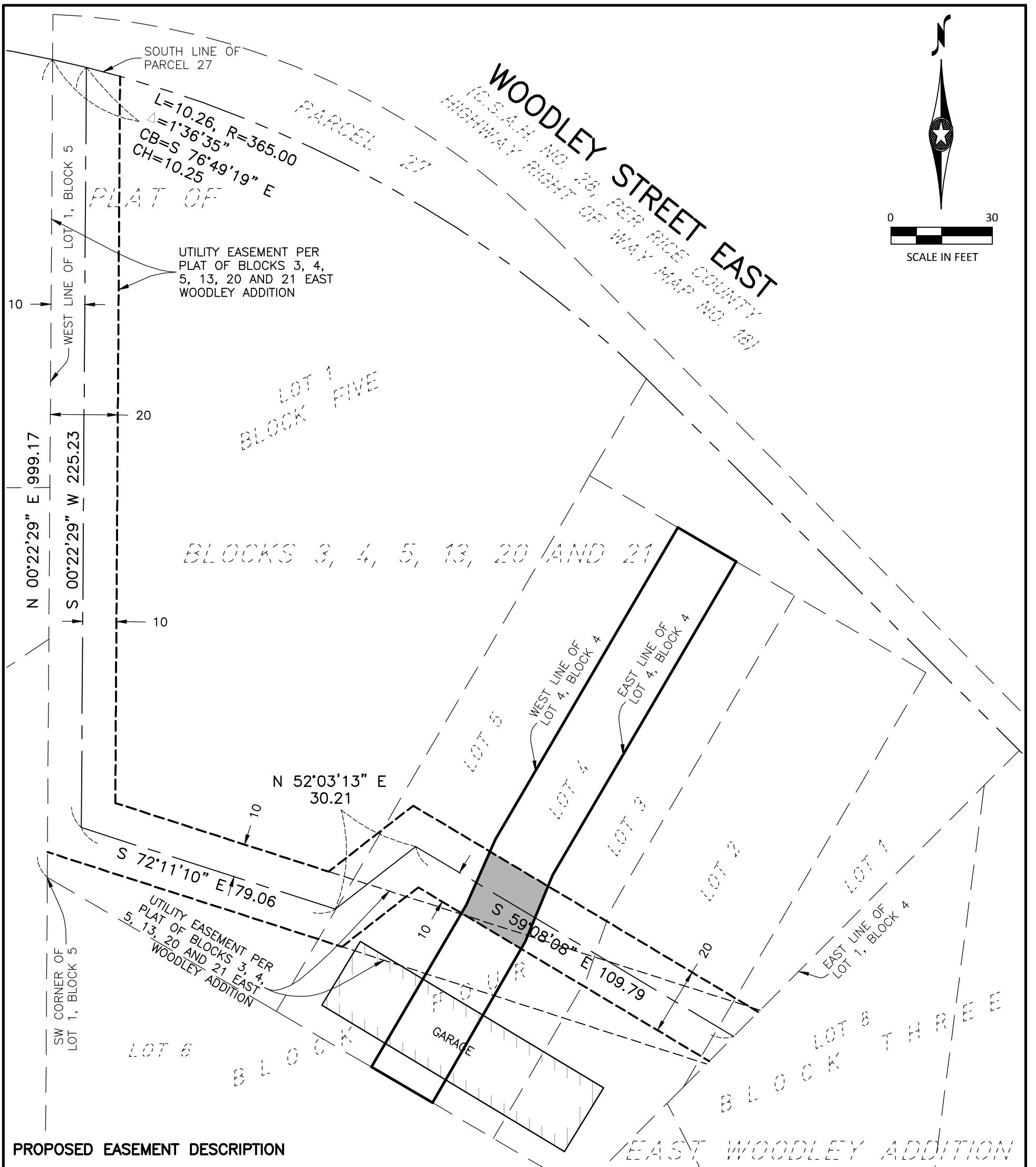
Notary Public

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




PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 4, Block Four, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:


Commencing at the southwest corner of Lot 1, Block Five, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, Block Five, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degree 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the centerline to be described; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet to the east line of Lot 1, said Block Four, and said centerline there terminating.

The sidelines of said perpetual easement shall be prolonged or shortened to terminate at the west line of said Lot 4, Block Four and at the east line of said Lot 4, Block Four.

 DRAINAGE & UTILITY EASEMENT
AREA: 407 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.


Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 4, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

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

MORTGAGEE'S CONSENT TO EASEMENT

STATE OF Minnesota)
) ss.
COUNTY OF Rice)

Becky Behrens, being first duly sworn on oath, deposes and states:

1. S/He is Vice President of First National Bank of Northfield, Mortgagee.
2. Rebecca S. Peterson, a single person, Mortgagor, executed a mortgage to Mortgagee dated June 16, 2014 and recorded in the Office of the County Recorder of Rice County, Minnesota, on July 11, 2014 as Document Number A670048, which mortgage covered the following described real property:

(See Exhibit A, which is attached hereto and incorporated herein by reference.)

3. Mortgagee is aware that Mortgagor intends to grant an easement across the above-described property and consents to the creation of the easement.

Executed this 3rd day of June, 2016.

MORTGAGEE

By: Becky Behrens
Its: First National Bank of
Vice President Northfield

Subscribed and sworn to before me this 3rd day of June, 2016.

(seal)

Barbara J. Neitzel
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

CITY OF NORTHFIELD
801 Washington Street
Northfield, MN 55057
Telephone: (507) 645-3001

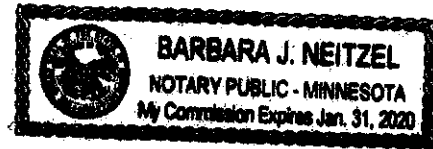


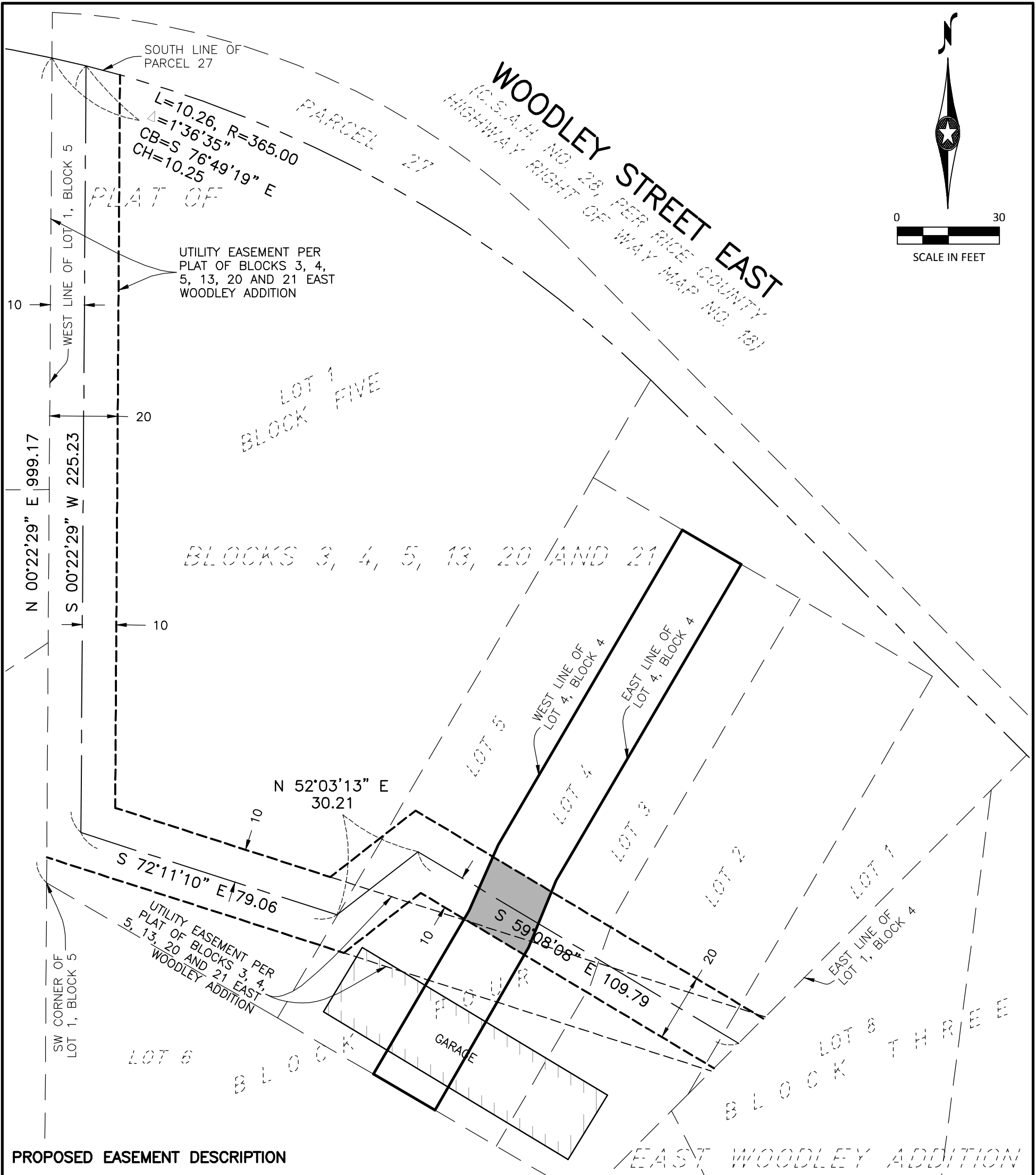
EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The real property referenced in this Consent of Mortgagee to Easement is legally described below:

LEGAL DESCRIPTION:

Lot 4, Block 4, in Plat of Blocks 3, 4, 5, 13, 20 and 21, East Woodley Addition, Northfield, Rice County, Minnesota.




PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 4, Block Four, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:


Commencing at the southwest corner of Lot 1, Block Five, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, Block Five, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degree 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the centerline to be described; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet to the east line of Lot 1, said Block Four, and said centerline there terminating.

The sidelines of said perpetual easement shall be prolonged or shortened to terminate at the west line of said Lot 4, Block Four and at the east line of said Lot 4, Block Four.

 DRAINAGE & UTILITY EASEMENT
AREA: 407 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.


Russell O. Halverson
License Number 41813

5/13/2016
Date

EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF LOT 4, BLOCK FOUR
BLOCKS 3, 4, 5, 13, 20 & 21,
EAST WOODLEY ADDITION
RICE COUNTY, MN

FOR: CITY OF NORTHFIELD

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this ____ day of _____, 2016, by and between Carol Ann Reiland, a single person, 11300 Canby Ave., Faribault, Minnesota 55021 (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 described in Exhibit A, which is attached hereto and incorporated herein by reference.

The above-described easement area shall be referred to hereinafter as the “Permanent Easement” and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, 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:

Carol Ann Reiland

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Carol Ann Reiland, a single person, Grantor.

Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Dana Graham, 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 _____, 2016, by Dana Graham, 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

(Top 3 inches reserved for recording data)

PERMANENT DRAINAGE AND UTILITIES EASEMENT

This Agreement is made this ____ day of _____, 2016, by and between TK Properties of Northfield, LLC, a limited liability company under the laws of the State of Minnesota, 513 Water Street South, Northfield, Minnesota 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 described in Exhibit A, which is attached hereto and incorporated herein by reference.

The above-described easement area shall be referred to hereinafter as the “Permanent Easement” and the same is also depicted on Exhibit A.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, 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, at Grantee's expense.
6. The Grantor shall not erect, construct or locate in the Permanent Easement area any new structure or object, 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. Notwithstanding this paragraph, Grantee hereby grants to Grantor an irrevocable license for an encroachment in the Permanent Easement area for the construction, operation, repair, replacement and maintenance by Grantor of a driveway to serve: (a) Lot 1, Block 5, Plat of Blocks 3, 4, 5, 13, 20 and 21, East Woodley Addition, according to the recorded plat thereof, Rice County, Minnesota ("Lot 1"); and (b) Lot 6, Block 4, in Plat of Blocks 3, 4, 5, 13, 20 and 21, East Woodley Addition, according to the recorded plat thereof, Rice County, Minnesota ("Lot 6"). Except for Grantee's utility work performed in the Permanent Easement area and Grantee's obligation pursuant to paragraph 10 hereof to restore areas within the Permanent Easement area disturbed by such Grantee utility work, Grantor shall otherwise be responsible for all costs and expenses for the driveway located in the Permanent Easement area or any other location on Lot 1 or Lot 6. Any future work performed by the Grantor on the driveway located in the Permanent Easement area shall be subject to any applicable permitting requirements, this Easement, as well as Northfield City Code.
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.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement area for work performed therein by Grantee back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder.

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

GRANTOR:

TK Properties of Northfield, LLC

By: _____
_____, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____, for and on behalf of TK Properties of Northfield, LLC, a limited liability company under the laws of the State of Minnesota, Grantor.

Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Dana Graham, 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 _____, 2016, by Dana Graham, 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

PROPOSED EASEMENT DESCRIPTION

A 25.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block Five, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, lying 15.00 feet to the left and 10.00 feet to the right of a line described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degrees 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet to the point of beginning of the line to be described; thence South 00 degrees 22 minutes 29 seconds West, to the southerly line of said Lot 1, and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the south line of said Parcel 27 and at the southerly line of said Lot 1, Block Five.

Together with a 20.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block Five, PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota, the centerline is described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing of North 00 degrees 22 minutes 29 seconds East along the west line of said Lot 1, a distance of 999.17 feet to the south line of Parcel 27, as delineated and defined on RICE COUNTY HIGHWAY RIGHT OF WAY MAP NO. 18, said Rice County; thence 10.26 feet along said south line, also being a non-tangential curve being concave to the south, having a radius of 365.00 feet, a central angle of 01 degrees 36 minutes 35 seconds, a chord bearing of South 76 degrees 49 minutes 19 seconds East and a chord distance of 10.25 feet; thence South 00 degrees 22 minutes 29 seconds West, a distance of 225.23 feet to the point of beginning of the centerline to be described; thence South 72 degrees 11 minutes 10 seconds East, a distance of 79.06 feet; thence North 52 degrees 03 minutes 13 seconds East, a distance of 30.21 feet; thence South 59 degrees 08 minutes 08 seconds East, a distance of 109.79 feet, to the east line of Lot 1, Block Four, said PLAT OF BLOCKS 3, 4, 5, 13, 20 AND 21, EAST WOODLEY ADDITION, and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the east line of said Lot 1, Block Five.

Together with that part of said Lot 1, Block Five, lying southerly of said 20.00 foot wide perpetual easement.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

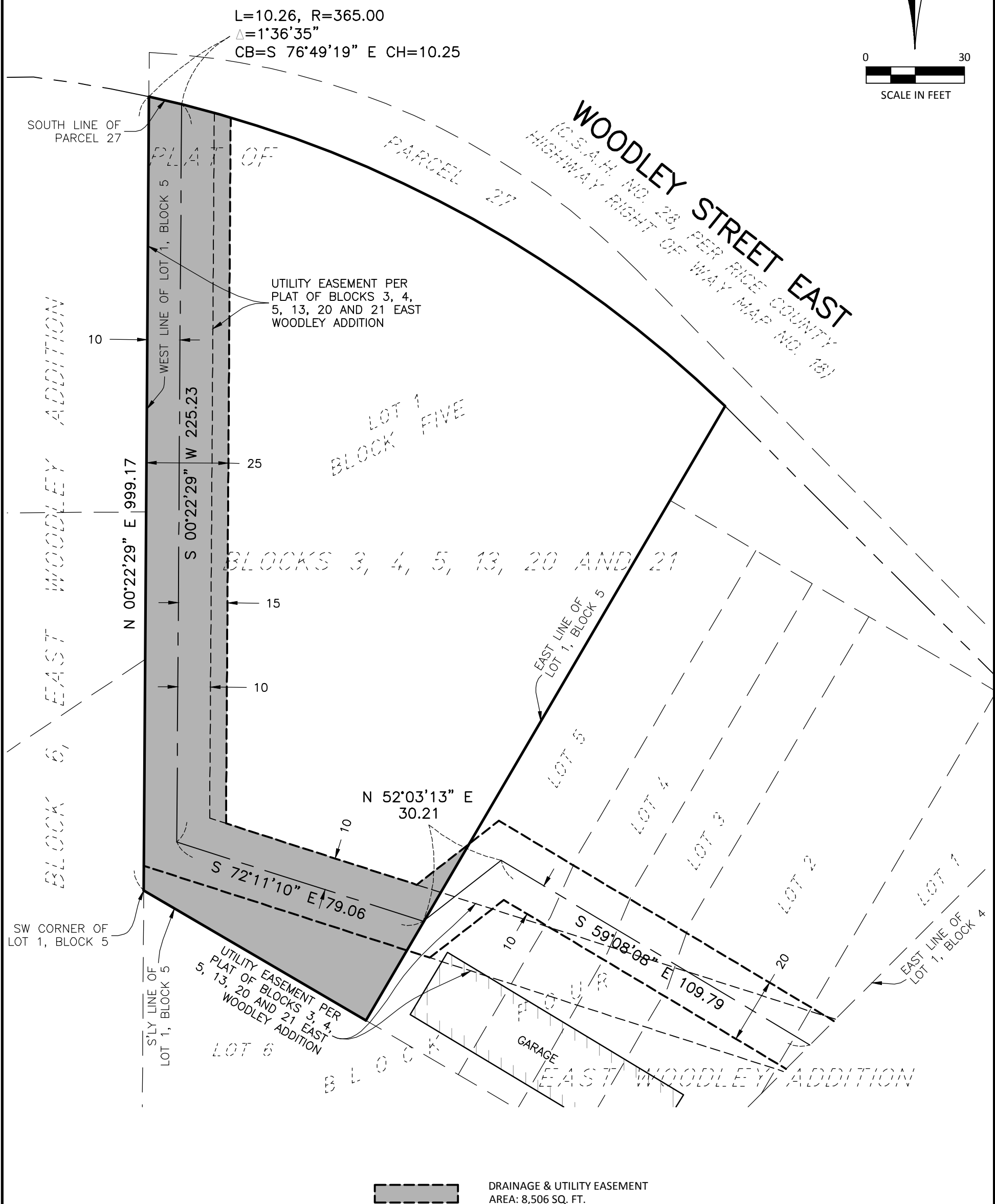


Russell O. Halverson
License Number 41813

7/26/2016
Date

SHEET 1 OF 2 SHEETS

EASEMENT EXHIBIT NORTHFIELD, MN	
	BOLTON & MENK, INC. Consulting Engineers & Surveyors 12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952)-890-0509
PART OF LOT 1, BLOCK FIVE BLOCKS 3, 4, 5, 13, 20 & 21, EAST WOODLEY ADDITION RICE COUNTY, MN FOR: CITY OF NORTHFIELD	



EASEMENT EXHIBIT
NORTHFIELD, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

FOR: CITY OF NORTHFIELD