

## **PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT**

This Agreement is made this 2 day of July, 2019, by and between Vernon Koester and Joan Koester, husband and wife, 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, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

### **AGREEMENT**

That for and in consideration of the sum of One and No/100ths (\$1.00) Dollars 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 and utility purposes (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, as legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The Permanent Easement Area described above is depicted on Exhibit C, which is attached hereto and incorporated herein by reference.
3. 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.
4. 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 utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement areas described herein.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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 utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
10. 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.

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

**GRANTOR:**

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Vernon Koester

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Joan Koester

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Vernon Koester and Joan Koester, husband and wife, Grantor.

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

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:

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 Permanent Easement is legally described as follows:

**LEGAL DESCRIPTION:**

Outlot A, Southbridge 1<sup>st</sup> Addition, as shown on the recorded plat thereof, dated October 14, 2003 and recorded in the Office of the County Recorder of Rice County, Minnesota, on April 30, 2004 as Document Number 537828

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF PERMANENT EASEMENT**

#### **LEGAL DESCRIPTION:**

##### **PERIMETER DRAINAGE AND UTILITY EASEMENT**

A drainage and utility easement 10 feet in width over, under, and across all north, east, south, and west sides of Outlot A, Southbridge 1st Addition, as the same is platted and recorded in the office of the Rice County Recorder, Rice County, Minnesota; said 10 feet being measured perpendicular and parallel to all north, east, south, and west sides of said Outlot A.

##### **DRAINAGE EASEMENT**

A drainage easement over, under, and across all that part of Outlot A, Southbridge 1st Addition, as the same is platted and recorded in the office of the Rice County Recorder, Rice County Minnesota; said easement is northerly of the following described line:

Commencing at the northeast corner said Outlot A; thence South 00°00'28" West a distance of 159.45 feet, assumed bearing on the east line said Outlot A, to the Point of Beginning; thence South 89°29'26" West a distance of 170.09 feet; thence South 14°10'06" West a distance of 19.27 feet; thence South 89°29'26" West a distance of 9.12 feet; thence North 23°25'54" West a distance of 20.24 feet; thence South 89°29'26" West a distance of 130.32 feet; thence South 42°30'40" West a distance of 46.66 feet; thence South 89°29'26" West a distance of 15.45 feet to the west line said Outlot A.

# EXHIBIT C

## DEPICTION OF PERMANENT EASEMENTS

