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**PERMANENT PUBLIC DRAINAGE, UTILITY AND ROADWAY EASEMENT**

This Agreement is made this 27<sup>th</sup> day of June, 2019, by and between Ronald D. Larson, a single person, referred to hereinafter as "Grantor," 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 Six Hundred and Thirty-Six Dollars and Thirty-Eight Cents (\$636.38) 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, 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 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, utility and roadway facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, bike paths, trails, fences, etc.), in the Permanent Easement Area described herein.

5. 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 at all times and without notice to Grantor by such route 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 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.
9. Grantee and Grantor shall enter into a tree-planting plan which shall take place within 90 (ninety) days of the completion of all construction activities by Grantee in the Permanent Easement Area. Grantee agrees to plant trees in order to replace the trees removed due to the Permanent Easement. Grantee shall plant 10 (ten) White Spruce (*Picea Glauca*) or Black Hill Spruce (*Picea Glauca Densata*) in a row. The trees shall meet the following requirements:
  - a. The trees shall be 6 (six) to 8 (eight) feet in height; and
  - b. The trees shall be of landscape quality.

The trees shall be planted on the Grantor's property at a distance of 6 (six) feet from the easement line, with the first tree in the line being planted 12 (twelve) feet north of the driveway. The tree shall be planted with a space of 12 (twelve) feet between the trees. Grantee shall be responsible for the costs associated with purchasing and planting the trees under the tree-planting plan.

10. 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.
11. 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 drainage, utility and roadway facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.

12. 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.

*(Remainder of this page intentionally left blank)*

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

**GRANTOR:**

  
\_\_\_\_\_  
Ronald D. Larson

**GRANTEE:**

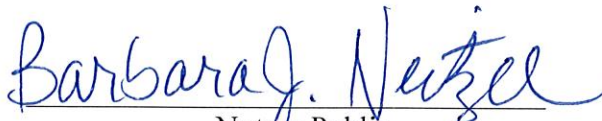
CITY OF NORTHFIELD, MINNESOTA

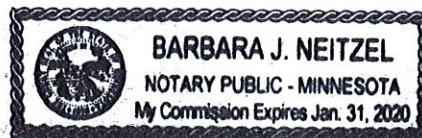
By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

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

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF RICE        )

<sup>9</sup> The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2018, by Ronald D. Larson, a single person, Grantor.

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



STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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.

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Notary Public

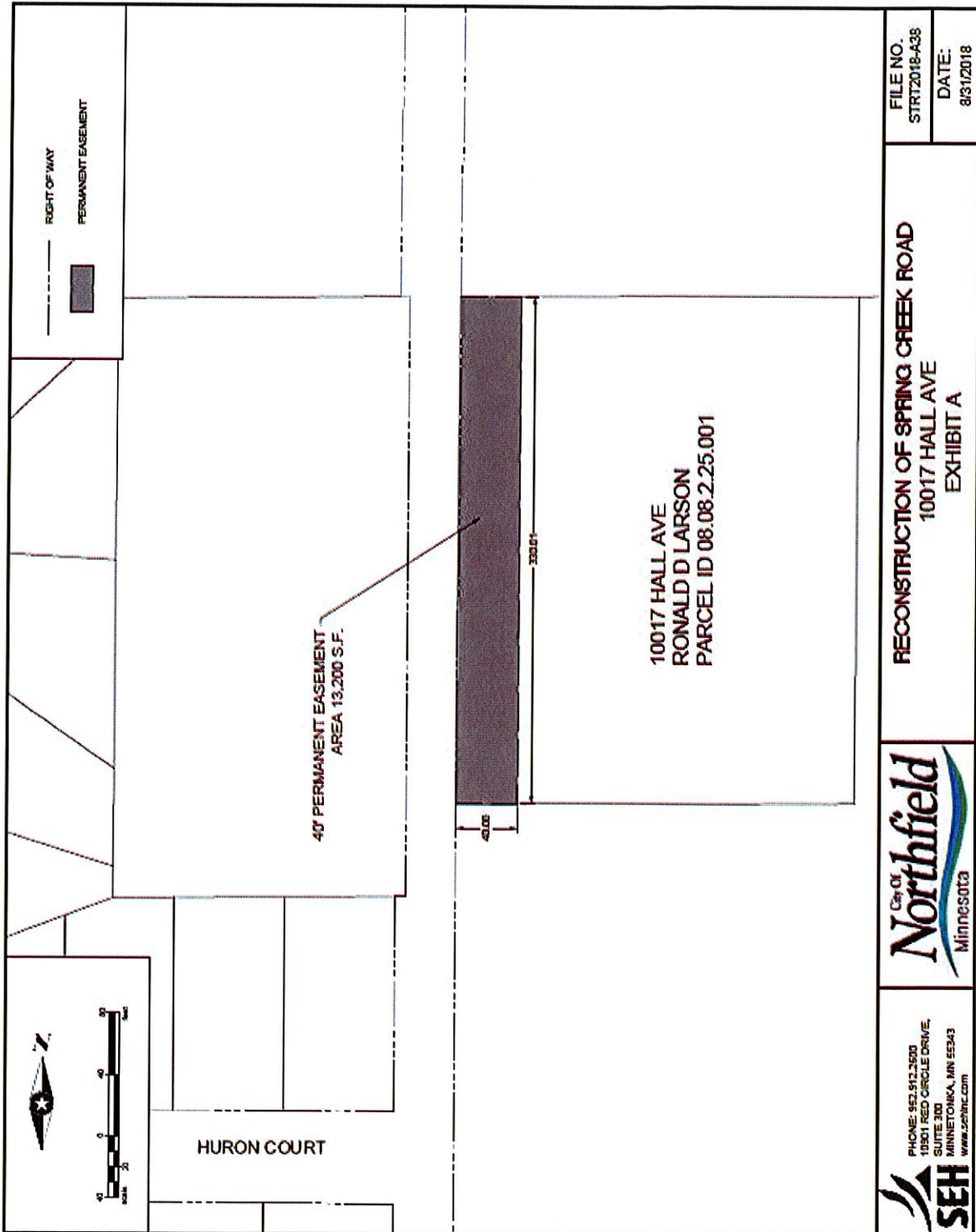
THIS INSTRUMENT WAS DRAFTED BY:

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



# EXHIBIT A

## DEPICTION OF PERMANENT EASEMENT



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## **EXHIBIT B**

### **LEGAL DESCRIPTION OF REAL PROPERTY**

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

#### **LEGAL DESCRIPTION:**

Beginning at the Northwest Corner of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; thence South on the Section line 20 Rods; thence East 16 Rods; thence North to the Section line 20 Rods; thence West on the Section line 16 Rods to the point of beginning, Rice County, Minnesota.

## **EXHIBIT C**

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

#### **LEGAL DESCRIPTION:**

The West 40.00 feet of the parcel of land described as: Beginning at the Northwest Corner of Section 8, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota; thence South on the Section line 20 Rods; thence East 16 Rods; thence North to the Section line 20 Rods; thence West on the Section line 16 Rods to the point of beginning., Rice County, Minnesota.