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### **PERMANENT PUBLIC TRAIL EASEMENT**

This Agreement is made this 2<sup>nd</sup> day of February, 2021, by and between Kenneth F. Prawer, as Trustee of the Kenneth F. Prawer Revocable Trust, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

### **AGREEMENT**

That for and in consideration of the sum of One Dollar and 00/100ths Dollars (\$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 Easement for public trail 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 the easement sketch, 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 and convenient, public trail facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Area described herein.

5. The Grantee and its employees, agents, contractors, 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 building, 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. Following construction or other work authorized hereby in the Permanent Easement Area, the Grantee shall restore any and all disturbed areas within the Permanent Easement Area back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder.
9. 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.
10. 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 trail facilities and improvements constructed in the Permanent Easement Area in accordance with the grant of rights conveyed herein.
11. 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.

*[Signature pages to follow]*

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

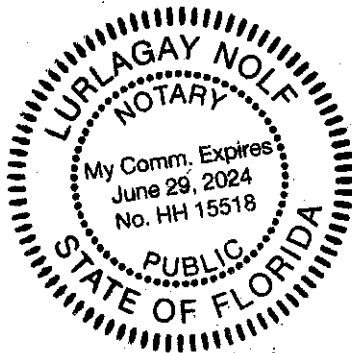
**GRANTOR:**

Kenneth F. Prawer Revocable Trust

By: Kenneth F. Prawer  
Kenneth F. Prawer, Its Trustee

STATE OF Florida )  
 ) ss.  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 2nd day of February, 2021 by Kenneth F. Prawer, the trustee of Kenneth F. Prawer Revocable Trust, on behalf of the trust, Grantor.



L. Molf  
Notary Public

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

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

**ATTEST:**

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF RICE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Rhonda Pownell, as Mayor, and Lynette Peterson, 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

### LEGAL DESCRIPTION OF REAL PROPERTY

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

#### LEGAL DESCRIPTION:

The W1/2 of the SE1/4 (excepting land south of the right of way of the Chicago and Great Western Railway Company, which lies east and north of the north bank of Spring Creek), the E1/2 of the SW1/4 and the SE1/4 of the NW1/4 and the S3/4 of the W1/2 of the SW1/4 all in Section 2, Township 111, Range 20, Rice County, Minnesota.

Except that part of the W1/2 of the SE1/4 of Section 2, Township 111, Range 20, Rice County, Minnesota, lying northwesterly of the northwesterly right-of-way line of the Chicago and Great Western Railway Company and lying northeasterly of the following described lines: Beginning at a point on the west line of said W1/2 of the SE1/4, distant 758.00 feet southerly of the northwest corner of said W1/2 of the SE1/4; thence South 62 degrees 45 minutes 44 seconds East, the west line of said W1/2 of the SE1/4 is assumed to bear South 00 degrees 45 minutes 06 seconds East, a distance of 960.00 feet more or less to the northwesterly right-of-way line of the Chicago and Great Western Railway Company and there terminating.

Also Except that part of the SW1/4 of Section 2, Township 111 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of said SW1/4; thence North 00 degrees 38 minutes 19 seconds West (HARN adjustment of the 1983 Rice County coordination system) along the west line thereof 896.46 feet; thence North 82 degrees 51 minutes 12 seconds East 433.00 feet; thence South 87 degrees 29 minutes 26 seconds East 777.89 feet; thence South 80 degrees 43 minutes 13 seconds East 1250.47 feet to the centerline of C.S.A.H. No. 78 (Dundas Boulevard); thence Southwesterly 241.02 feet along said centerline along a non-tangential curve concave to the southeast, radius of 1910.00 feet, central angle of 7 degrees 13 minutes 48 seconds and a chord that bears South 45 degrees 46 minutes 07 seconds West; thence South 42 degrees 09 minutes 13 seconds West, tangent to the last described curve, along said centerline 616.19 feet; thence Southwesterly 145.61 feet along said centerline along a tangential curve concave to the southeast, radius of 2295.71 feet, central angle of 3 degrees 38 minutes 02 seconds and a chord that bears South 40 degrees 20 minutes 12 seconds West to the south line of said SW1/4; thence North 89 degrees 18 minutes 19 seconds West along said south line 1750.66 feet to the point of beginning.

Also Except that part of the E1/2 of the SW1/4 and part of the W1/2 of the SE1/4 all in Section 2, Township 111, Range 20, Rice County, Minnesota, described as follows: Commencing at the northeast corner of said E1/2 of the SW1/4; thence South 00 degrees 05 minutes 20 seconds East, along the east line of said E1/2 of the SW1/4, a distance of 1636.60 feet to the point of beginning of the land to be described; thence North 39 degrees 26 minutes 02 seconds West, a distance of 223.60 feet; thence North 18 degrees 22 minutes 12 seconds West, a distance of 195.49 feet; thence North 42 degrees 44 minutes 53 seconds West, a distance of 320.29 feet; thence South 47 degrees 15 minutes 07 seconds West, a distance of 390.97 feet; thence South 42 degrees 44 minutes 53 seconds East, a distance of 355.06 feet; thence South 62 degrees 07 minutes 11 seconds East, a distance of 176.44 feet; thence South 39 degrees 26 minutes 02 seconds East, a distance of 263.67 feet to the centerline of C.S.A.H. No. 78; thence North 50 degrees 33 minutes 58 seconds East, along said centerline, a distance of 250.00 feet to its intersection with a line that bears South 39 degrees 26 minutes 02 seconds East from the point of beginning; thence North 39 degrees 26 minutes 02 seconds West, a distance of 77.75 feet to the point of beginning.

## **EXHIBIT B**

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

#### **LEGAL DESCRIPTION:**

That part of the West Half of the Southeast Quarter and that part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 111 North, Range 20 West, Rice County, Minnesota lying southeasterly of the centerline of County State Aid Highway No. 78 (Also known as Dundas Boulevard) and lying northwesterly of the northwesterly right of way line of the Chicago and Great Northern Railway Company and southwesterly of the following described lines:

Beginning at a point on the west line of said West Half of the Southeast Quarter, distant 758.00 feet southerly of the northwest corner of said West Half of the Southeast Quarter, thence South 62 degrees 45 minutes 44 seconds East, the west line of said West Half of the Southeast Quarter is assumed to bear South 00 degrees 45 minutes 06 seconds East, a distance of 960 feet more or less to said northwesterly right of way line of the Chicago and Great Northern Railway Company and there terminating.

## DEPICTION OF PERMANENT EASEMENT

