
(Above Space Reserved for Recording Data)

DRAINAGE AND STORM SEWER EASEMENT AGREEMENT

THIS DRAINAGE AND STORM SEWER EASEMENT AGREEMENT (the “Agreement”) is made and entered into effective as of _____, 2021, by and between Spring Creek Townhomes LP, a Minnesota limited partnership (“Grantor”), and City of Northfield, Minnesota, a municipal corporation under the laws of the State of Minnesota (“Grantee”).

RECITALS

A. The Grantor owns the property legally described on attached Exhibit A (“Grantor Property”).

B. Grantor desires to construct public drainage and storm sewer lines and related improvements on the Grantor Property (collectively, the “Utilities”) in the location legally described and depicted on attached Exhibit B (the “Easement Area”).

C. Grantor is willing to convey to Grantee the Utilities and certain easement rights to the Easement Area pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above covenants herein contained, Grantor and Grantee hereby establish a utility easement (“Easement”) as set forth below:

1. Easement Grant. Grantor hereby grants to Grantee a perpetual non-exclusive easement over, under, and across the Easement Area for drainage and storm sewer lines, as well as rights of access to and from the Easement Area for purposes of construction, maintenance, repair, and replacement of the Utilities. Grantee acknowledges that it claims no rights in or to Grantor Property besides those created in this Agreement, or otherwise on record with the Rice County, Minnesota Recorder’s Office.

2. Maintenance. After the Utilities are constructed and approved by Grantee, Grantee shall be solely responsible for the maintenance, repair, and replacement

of the Utilities, which shall be kept in a good and serviceable condition. After completing any such work on the Utilities, Grantee shall restore the Easement Area to the same or similar condition as existed on the initial date of entry upon the Grantor Property as, in Grantee's judgement, is reasonably practicable given the rights granted hereunder.

3. Waiver and Release. In entering upon Grantor Property pursuant to this Agreement, Grantee and its agents, employees and contractors shall do so at their own risk.

4. Non-Exclusive. The Easement Area shall be non-exclusive and subject to all matters of public record. Grantor retains the right to encumber the Grantor Property, including without any limitation the Easement Area. Grantor retains the right to use the Easement Area, including but not limited to all surface and air rights, to the extent such uses are not inconsistent with the Grantee's use of the easement rights granted hereunder.

5. Governing Law. All of the terms and provisions of this Agreement shall be governed and controlled solely by the laws of the State of Minnesota.

6. Invalidity. Every term of this Agreement shall be enforceable to the fullest extent permitted by law. If any term of this Agreement is determined to be to any extent unenforceable, that provision will be deemed modified in the most minimal manner so as to make it enforceable, and the remainder of this Agreement shall not be affected.

7. General. This Agreement may only be amended by written agreement. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of that term or a waiver of any other term of this Agreement. Time is of the essence in the performance of each and every provision of this Agreement.

8. Right to Improve. 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 for the establishment of Utilities and related improvements, and such other improvements appurtenant thereto, in the Easement Area described herein.

9. Right to Access. The Grantee and its respective employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Easement Area at all times and without notice to Grantor by such route, in the reasonable judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.

10. Right to Clear. The Grantee shall have the right to trim, remove and keep the Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the exercise of any of the rights of Grantee pursuant to this Easement.

11. Grantor's Non-Construction. The Grantor shall not erect, construct or locate in the Easement Area any new structure or object that was not in existence on the date of this Easement, which would prevent the reasonable access to the Easement Area

or prevent the enjoyment of the rights granted hereunder, without the written consent of the Grantee.

12. Successors and Assigns. 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.

13. Recording; Ownership. This Easement shall be recorded as soon as practicable following its execution with the understanding that after construction is completed the Grantee has complete and absolute sole ownership, use, and control of the Utilities, including appurtenant improvements, constructed by Grantee in the Easement Area in accordance with the grant of rights conveyed herein.

14. Correction of Discrepancies. 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 Follow]

SPRING CREEK TOWNHOMES LP

By: _____
Jennifer Larson
Its: Executive Director

[illegible]

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

DRAFTED BY:
Ballard Spahr LLP (LLK)
2000 IDS Center
80 S. 8th Street
Minneapolis MN 55402
612-371-3211

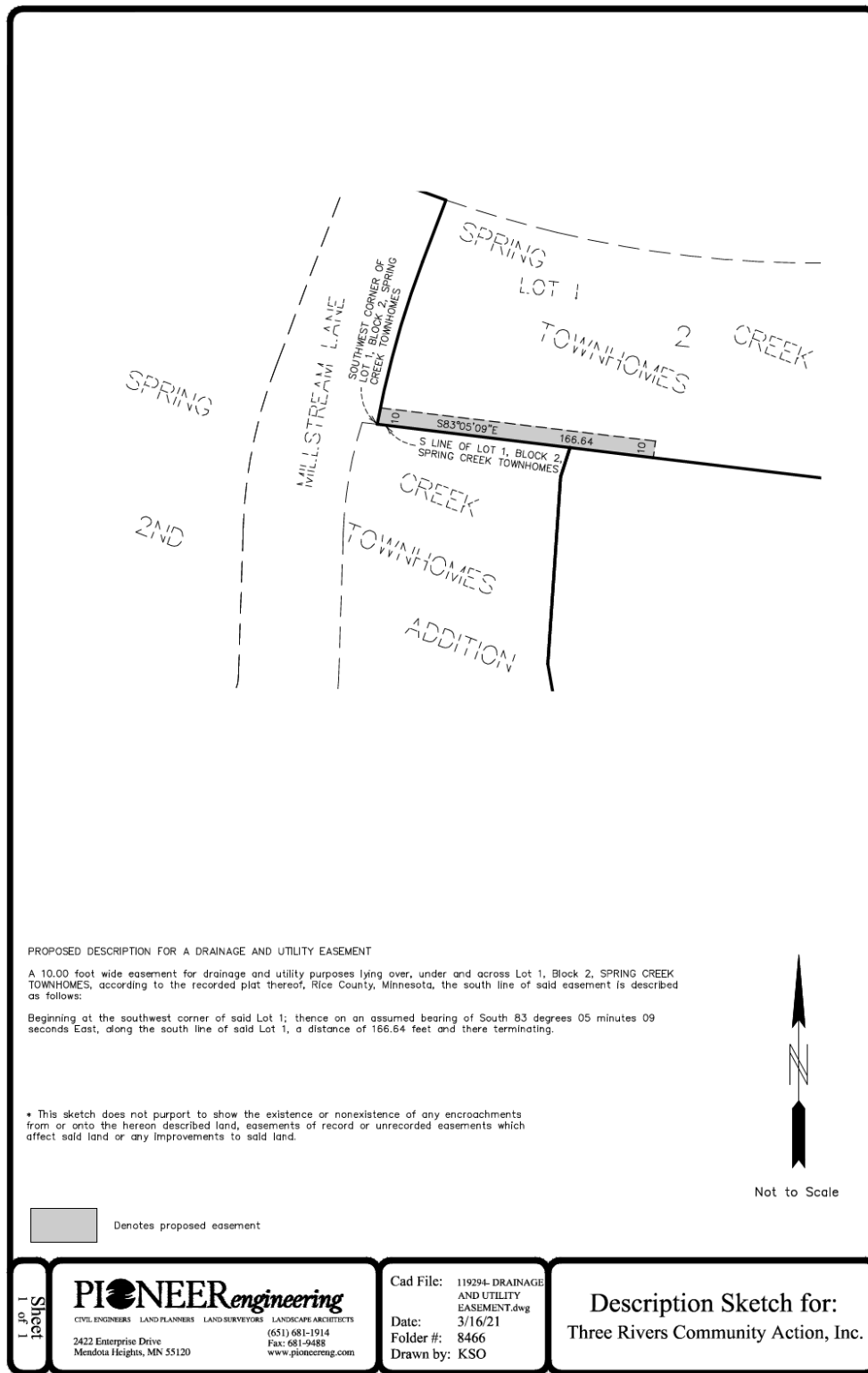
EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1, Block 2, Spring Creek Townhomes, Rice County, Minnesota

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA



CONSENT BY MORTGAGEE

The undersigned, as mortgagee of the Grantor Property, hereby consents to the aforesaid Drainage and Storm Sewer Easement Agreement (“Easement”) for the purpose of subjecting its interest in the Grantor Property to said Easement.

Date: _____, 2021

By: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of _____, a _____, on behalf of said _____.

Notary Public