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### **PERMANENT PUBLIC TRAIL EASEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Spring Creek II Townhomes LP, a limited partnership under the laws of the State of Minnesota, 1414 N Star Drive, Zumbrota, MN 55992, 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 non-exclusive 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”). Grantor reserves the right to use the Permanent Easement Area for uses that do not interfere with Grantee’s use of the area as a public trail, subject to the provisions of Paragraph 7 herein.
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, subject to all matters of public record.
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 (collectively, the "City Improvements").

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 maintain, repair and replace the City Improvements so they are in a good and safe condition, including, but not limited to, sweeping and snow removal. 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, which shall not be unreasonably denied.
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 City 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:**

SPRING CREEK II TOWNHOMES LP

By: Spring Creek II GP LLC  
Its General Partner

By: \_\_\_\_\_  
Jennifer Larson, Its Chief Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Jennifer Larson, as Chief Manager of Spring Creek II GP LLC, the General Partner of Spring Creek II Townhomes LP, a Minnesota limited partnership, on behalf of the limited partnership, Grantor.

\_\_\_\_\_  
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:**

Lot 1, Block 1, SPRING CREEK TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Rice County, Minnesota.

## **EXHIBIT B**

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

#### **LEGAL DESCRIPTION:**

All that part of Lot 1, Block 1, SPRING CREEK TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Rice County, Minnesota, lying easterly and southerly of the following described line:

Commencing at the northeast corner of said Lot 1; thence on an assumed bearing of North 83 degrees 05 minutes 09 seconds West, along the north line of said Lot 1, a distance of 35.55 feet, to the point of beginning; thence South 02 degrees 35 minutes 46 seconds West, a distance of 148.04 feet; thence South 03 degrees 05 minutes 39 seconds East, a distance of 17.39 feet; thence South 35 degrees 58 minutes 49 seconds East, a distance of 20.54 feet; thence South 47 degrees 45 minutes 40 seconds West, a distance of 9.37 feet; thence South 73 degrees 21 minutes 33 seconds West, a distance of 17.74 feet; thence South 83 degrees 25 minutes 17 seconds West, a distance of 80.11 feet; thence North 79 degrees 23 minutes 07 seconds West, a distance of 28.93 feet to the east line of Millstream Lane as delineated and dedicated on said SPRING CREEK TOWNHOMES 2ND ADDITION and there terminating.

# EXHIBIT C

## DEPICTION OF PERMANENT EASEMENT

