

(Do not write in the space above. Reserved for recording/transfer data)

PERMANENT WATERMAIN EASEMENT

This Agreement is made this ____ day of _____, 20____, by and between St. Olaf College, a Minnesota nonprofit corporation, 1520 St. Olaf Avenue, Northfield, Minnesota 55057, 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 One Dollar (\$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 20 foot wide Permanent Easement, for public 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; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The Permanent Easement Area 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.
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 utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Area.

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 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 utility facilities and improvements located in the Permanent Easement Area as of the date of this Permanent Easement, or which may be constructed after the date of this Permanent Easement 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.

[Signature pages to follow]

GRANTOR:

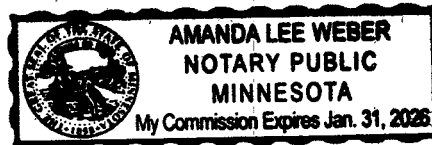
ST. OLAF COLLEGE

By: Janet K. Hanson
Janet K. Hanson, Its Vice President/CFO

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 7 day of September, 2021, by Janet K. Hanson as Vice President/CFO of St. Olaf College, a Minnesota nonprofit corporation, Grantor.

Amanda Lee Weber
Notary Public



GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

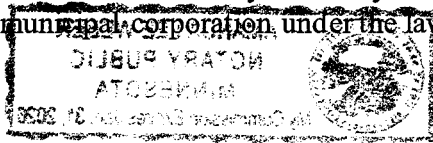
By: _____
Rhonda Pownell, Its Mayor

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 5, Block 4 and Block 5, CUTLER'S ADDITION TO THE CITY OF NORTHFIELD;

AND

Lot 11 in the STATE SUBDIVISION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 112 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF NORTHFIELD, all in Rice County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A 20.00 foot easement for public watermain purposes over, under and across those parts of Lot 5, Block 4 and Block 5, CUTLER'S ADDITION TO THE CITY OF NORTHFIELD and Lot 11 in the STATE SUBDIVISION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 112 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF NORTHFIELD, all in Rice County, Minnesota the centerline described as follows:

Commencing at the northwest corner of said Lot 5, Block 4; thence South 89 degrees 55 minutes 44 seconds West, assumed bearing, along the north line of said Lot 5 and its westerly extension, 336.50 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East, 106.91 feet; thence South 50 degrees 06 minutes 06 seconds East, 172.58 feet; thence South 70 degrees 46 minutes 12 seconds East, 158.25 feet; thence North 90 degrees 00 minutes 00 seconds East, 64.36 feet; thence South 56 degrees 35 minutes 53 seconds East, 132.08 feet; thence North 89 degrees 55 minutes 44 seconds East, 20.93 feet and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the westerly extension of the north line of said Lot 5, Block 4 and the southerly extension of the westerly line of BLOCK TWO, VIKING COURT ADDITION NORTHFIELD MINNESOTA.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT

