PERMANENT EASEMENT AND AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2026, by and between Greenbush Middle-River School District 2683, a Minnesota Independent School District ("School") and the City of Greenbush, a Minnesota municipal corporation ("City").

WHEREAS, the School owns the real property situated within Roseau County, Minnesota ("School's Property") as described herein as:

> Parcel ID # 52.3009400, within Section 10, Township 160, Range 43, a parcel within SE1/4SW1/4 and SW1/4SE1/4, described as:
>
> Consisting of portions of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter, beginning 310 feet west of the Northeast corner of the Southeast Quarter of the Southwest Quarter, then West 350 feet, then South 525 feet, then East to the west bank of the Two Rivers, then Northeasterly along the riverbank to the southeast corner of the property described in Book 220, Page 160, west along that property's southern boundary to its southwest corner, and north 300 feet to the point of beginning, excluding the northern 75 feet of the western 350 feet.

WHEREAS, the City desires an easement over and upon that portion of the School's property for the purpose of installing and maintaining two playground equipment pieces next to the public walking path within the aforementioned parcel.

NOW THEREFORE, the School in consideration for the sum of One Dollar and 00/100ths ($1.00) and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A non-exclusive permanent easement for access, installment, and maintenance purposes and other such purposes ancillary, incident, and related thereto under, over, through, and upon that portion of the School's Property as is reasonably necessary to install and maintain the playground equipment pieces. The black dot on Exhibit "A" (attached hereto and incorporated herein by this reference) is the approximate location for the playground equipment pieces to be installed.

The Easement shall not be construed to allow City to erect any buildings, structure, or facilities other than the two playground equipment pieces. City shall, at its own expense, restore any damage to the School's property which results from City's installment and use activities, to its original condition as existing before such installment, unless otherwise agreed in writing by the School.

The School reserves the right to use the Easement Area for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of the School to use the Easement Area in any manner, so long as the same shall not permanently affect the enjoyment of the Easement Area by City.

The payment to the School, as provided above, is intended as compensation in full for the permanent easement granted under this Agreement. The School understands and agrees that the City's liability is limited to the payment of the amount described above, and that once payment has been made, the City and its Managers, employees, attorneys, and agents shall have no further liability to the School for the acquisition of said easement rights.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the day and year set forth above.

LANDOWNER:
Greenbush Independent School District

By: _____ _____

Kurt Stenberg	Allison Harder
School Board Chairperson	School Board Clerk

CITY:
City of Greenbush, Minnesota

By:_____ _____

Eric Etherington	Lynsi Emery
Mayor	City Clerk

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged to before me this _____ day of _____, 2026, by **Kurt Stenberg.**

_____
Notary Public

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged to before me this _____ day of _____, 2026, by **Allison Harder.**

_____
Notary Public

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged to before me this _____ day of _____, 2026, by **Eric Etherington.**

_____
Notary Public

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged to before me this _____ day of _____, 2026, by **Lynsi Emery.**

_____
Notary Public

CERTIFICATION OF RESOLUTION OF THE SCHOOL BOARD OF GREENBUSH INDEPENDENT SCHOOL DISTRICT

For the Sale of Easement to the City of Greenbush

Allison Harder, being the Clerk of Greenbush Independent School District, being first duly sworn, upon her oath, deposes and states as follows:

1. That the School Board of Greenbush Independent School District did on _____ ___, 2026, at a School Board meeting pass a resolution authorizing that an easement agreement be executed conveying an easement to the City of Greenbush. Said easement shall be signed by the Board Chairperson, Kurt Stenberg, and by your affiant, Allison Harder, Board Clerk, in accordance with Minnesota law. The purpose of the easement is for the City to install and maintain two pieces of playground equipment on the south side of the property, the location of which is marked by the black dot in Exhibit "A" of the Easement.

2. The legal description of this property over which the easement granted is:

   Parcel ID # 52.3009400, within Section 10, Township 160, Range 43, a parcel within SE1/4SW1/4 and SW1/4SE1/4, described as:

   Consisting of portions of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter, beginning 310 feet west of the Northeast corner of the Southeast Quarter of the Southwest Quarter, then West 350 feet, then South 525 feet, then East to the west bank of the Two Rivers, then Northeasterly along the riverbank to the southeast corner of the property described in Book 220, Page 160, west along that property's southern boundary to its southwest corner, and north 300 feet to the point of beginning, excluding the northern 75 feet of the western 350 feet.

3. The text of the Resolution passed by the School Board of Greenbush Independent School District at its _____ ___, 2026 meeting is attached hereto and by this reference made a part thereof.

WITNESS my hand as Clerk executing this Certification this _____ day of _____, 2026, for the purposes herein contained.

_____

Allison Harder, School Board Clerk

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged to before me this _____ day of _____, 2026, by **Allison Harder.**

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:
Jeffrey W. Hane
Brink Lawyers, P.A.
Attorneys at Law
P.O. Box 790
Hallock, MN 56728
(218) 843-3686