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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENTS**

This Agreement is made this 14 day of April, 2026, by and between Toni Gilmer, a single person, 613 Bunker Drive, 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, 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 Seven Thousand Four Hundred Fifty and 18/100ths Dollars (\$7,450.18) and other good and valuable consideration, paid this date by the 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, 20 feet in width, for public drainage and 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 undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the “Temporary Easement”) over, under and across that part of the tract of land legally described on Exhibit A, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Temporary Easement Area”).

The Temporary Easement shall expire no later than the earlier of: (a) one (1) year following the date on which the contractor hired by the City to complete the Grantee’s Work first conducts the Grantee’s Work within the Temporary Easement Area; or (b) two (2) years from the date of this Agreement.

3. The Permanent Easement Area and Temporary Easement Area described above are depicted together on Exhibit D, which is attached hereto and incorporated herein by reference.
4. 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 and Temporary Easement described herein.
5. 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 drainage and utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement and Temporary Easement Areas described herein.
6. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete the Grantee's Work. The Grantee and its employees, agents, permittees, and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies, and vehicles, at all times and without notice to the Grantor, provided that such ingress and egress is not over, under, upon or across any portion of the Grantor's Property that is not within the Temporary Easement Area.
7. 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 the Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and Temporary Easement Areas 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 and Temporary Easement.
9. The Grantor shall not erect, construct or locate in the Permanent Easement and Temporary Easement Areas 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 and Temporary Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore, at the Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Areas back to as close to original condition as, in the Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
11. 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.

12. 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 drainage and utility facilities and improvements constructed in the Permanent Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
13. The 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, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
14. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
15. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

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GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, 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 _____, 2026, by Erica Zweifel 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 7, Block Three, MAPLE HILLS ADDITION, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A 20.00 foot perpetual easement for drainage and utility purposes over, under and across Lot 7, Block Three, MAPLE HILLS ADDITION, according to the recorded plat thereof, Rice County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Lot 7; thence on an assumed bearing of North 00 degrees 00 minutes 41 seconds East along the east line of said Lot 7, a distance of 41.39 feet to the beginning of the centerline to be described; thence North 50 degrees 45 minutes 54 seconds West, a distance of 53.66 feet and said centerline there terminating.

EXCEPT that part thereof lying within the east 10.00 feet, as measured at a right angle, of said Lot 7.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A temporary easement for construction purposes over, under and across that part of Lot 7, Block Three, MAPLE HILLS ADDITION, according to the recorded plat thereof, Rice County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 7; thence on an assumed bearing of North 00 degrees 00 minutes 41 seconds East along the east line of said lot 7, a distance of 19.17 feet to the point of beginning of the easement to be described; thence North 89 degrees 59 minutes 19 seconds West, a distance of 51.18 feet; thence North 25 degrees 39 minutes 43 seconds West, a distance of 89.31 feet to the northwesterly line of said Lot 7; thence North 46 degrees 22 minutes 28 seconds East along said northwesterly line, a distance of 78.71 feet; thence South 25 degrees 39 minutes 43 seconds East, a distance of 75.97 feet to the east line of said Lot 7; thence South 00 degrees 00 minutes 41 seconds West along said east line, a distance of 66.35 feet to said point of beginning.

EXCEPT those parts thereof lying within the above-described perpetual easement, the east 10.00 feet and the northwesterly 5.00 feet, as measured at right angles, of said Lot 7.

