

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

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

This Agreement is made this [REDACTED] day of [REDACTED], 2025, by and between Eugene S. Lyman and Elaine G. Lyman as Trustees of the Eugene S. Lyman Trust dated December 22, 1998, as to a 50% interest, and Elaine G. Lyman and Eugene S. Lyman as Trustees of the Elaine G. Lyman Trust dated December 22, 1998, as to a 50% interest, 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 Sixteen Thousand Three Hundred Eighty-Four and 00/100 Dollars (\$16,384.00) 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 Permanent Easement, as described in Exhibit B, 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 Northfield Township, Rice County, Minnesota, which tract of land for the purposes of this Agreement shall be referred to herein as "Parcel A"; 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 Parcel A legally described on Exhibit A, in Northfield Township, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in

connection with sanitary sewer construction which will include the construction of public utility facilities (the "Grantee's Work").

The Temporary Easement shall expire no later than two (2) years after the date of this Agreement.

3. The Permanent Easement Area and Temporary Easement Area described above are depicted together on the survey, 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, Parcel A, 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, public utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement and Temporary Easement Area 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 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 Grantor, provided that such ingress and egress is not over, under, upon or across any portion of 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 Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor. To the extent possible, Grantee shall access the Permanent Easement Area through real property abutting the Permanent Easement Area owned or under the control of Grantee.
8. While completing the Grantee's Work or any other activity in the Permanent and Temporary Easement Areas, the Grantee shall maintain a segment, the location of which shall be determined by the Grantee in its sole discretion, through which the Grantor may cross the Permanent and Temporary Easement Areas to have reasonable access to all areas of Parcel A.
9. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and Temporary 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 and Temporary Easement.

10. The Grantee agrees to compensate Grantor for the loss of any crop growing in the Temporary Easement Area, including any activity by the Grantee that prevents crop planting or otherwise obstructs normal farming practices, if any, during the construction phase of Grantee's Work or within two (2) years from the date of this Agreement, whichever is earlier. The loss of any crop shall be paid by the Grantee to Grantor at a prorated rate of \$1,359 per acre. In the event the Parties are unable to agree as to the extent of crop loss caused by Grantee's Work, then the Parties shall mutually select a crop insurance adjuster to review the damage and make a determination as to the amount of acreage damaged. Grantor shall make a written request to Grantee for any crop loss damage based on the parameters herein within the time period specified herein or such claim shall be deemed waived by Grantor.
11. The Grantor shall not erect, construct or locate in the Permanent Easement and Temporary 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 and Temporary Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
12. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Area(s) back to as close to original condition as, in 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.
13. The Grantee acknowledges that the Grantor currently uses Parcel A and shall continue to use Parcel A, following the completion of the Grantee's Work, for farming purposes and that normal farming practices include tillage up to a depth of eighteen (18) inches. The continued farming of the Permanent Easement Area shall be subject to the requirement that the Grantor shall not farm within a 10 foot circumference (the "prohibited area") of any manholes installed by the Grantee within the Permanent Easement Area consistent with Grantee's rights under this Agreement. The Grantee shall provide Grantor with plans detailing the location of each manhole installed within the Permanent Easement Area. The Grantee shall clearly mark the prohibited areas with visible white posts not less than four (4) feet tall. Grantor shall be allowed to control weeds in the prohibited areas by mechanical or chemical means. Grantor shall be responsible for the costs to repair damage to any manholes within the Permanent Easement Area caused by Grantor's activities within the prohibited area, and Grantor shall reimburse Grantee within 30 days of receipt of an itemized invoice from Grantee for the costs incurred by Grantee in repairing such damage. If Grantor disagrees with the amount invoiced by Grantee for such damage, Grantor may within 10 days of the date of such invoice file a written appeal with the Grantee's city clerk for a hearing before Grantee's city council.
14. 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.

15. 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 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.
16. 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.
17. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
18. 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. For any notice or communication delivered pursuant to this section, a courtesy copy of said notice or communication shall be sent via e-mail to the following:

Grantor: bdlyman9090@gmail.com

Grantee: _____

[Remainder of page intentionally left blank.]

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GRANTOR:

**ELAINE G. LYMAN TRUST DATED
DECEMBER 22, 1998**

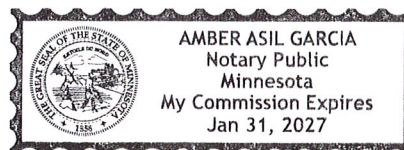
Eugene S. Lyman, Trustee
Eugene S. Lyman, Trustee

Elaine G. Lyman, Trustee
Elaine G. Lyman, Trustee

STATE OF Minnesota)
) ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 14th day of October,
20 25, by Eugene S. Lyman and Elaine G. Lyman, as Trustees of the Elaine G. Lyman Trust
dated December 22, 1998, Grantor.

Amber Asil Garcia
Notary Public



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 _____,
20____, 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 (PARCEL A)

The real property referenced in this Permanent Easement is legally described as follows:

LEGAL DESCRIPTION:

The South 100 acres of the Northwest Quarter (NW 1/4) of Section 8 Township 111 North Range 19 West of the Fifty Principal Meridian, Rice County, Minnesota; EXCEPTING THEREFROM that part thereof described as follows: Beginning at a point in the West line of said Northwest Quarter (NW 1/4), 1178.54 feet Southerly from the Northwest corner of said Northwest Quarter (NW 1/4); thence Easterly, at right angles to said West line, 326.00 feet; thence Southerly, parallel with said West line, 298.38 feet; thence Westerly, at right angles to said West line, 326.00 feet to a point in said West line; thence Northerly, along said West line, 298.38 feet to said point of beginning

AND ALSO EXCEPTING THEREFROM that part thereof described as follows: Commencing at the Northwest corner of said Northwest Quarter (NW 1/4); thence South 00°05'10" West, along the West line of said Northwest Quarter (NW 1/4), a distance of 1476.92 feet to the point of beginning of the land to be described; thence South 89 °54'50": East, perpendicular to said West line, a distance of 460.00 feet; thence South 00°05'10" West, parallel to said West line, a distance of 443.95 feet; thence North 89°54'50" West, perpendicular to said West line, a distance of 460.00 feet to the West line of said Northwest Quarter (NW 1/4); thence North 00°05'10" East, along the West line of said Northwest Quarter (NW 1/4), a distance of 443.95 feet to the point of beginning.

AND ALSO EXCEPTING THEREFROM that part of the south 100 acres of the Northwest Quarter of Section 8, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota described as follows: Commencing at the northwest corner of said Northwest Quarter; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1178.54 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 326.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 163.23 feet to the point of beginning of the parcel of land to be described; thence continuing South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 135.15 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 134.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 443.95 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 460.00 feet to said west line; thence South 00 degrees 05 minutes 10 seconds West along said west line, a distance of 50.00 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 1275.00 feet; thence North 00 degrees 05 minutes 10 seconds East, parallel with said west line, a distance of 629.10 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 949.00 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A 50.00 foot perpetual easement for sanitary sewer purposes over, under and across that part of the herein described Parcel A, being 25.00 feet on each side of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 8, Township 111 North, Range 19 West, of the 5th Principal Meridian, Rice County, Minnesota; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1923.20 feet to the point of beginning of the line to be described; thence South 89 degrees 54 minutes 50 seconds East, a distance of 1913.21 feet; thence North 45 degrees 09 minutes 59 seconds East, a distance of 208.02 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 2448.70 feet, and said line there terminating.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A 30.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 55.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 8, Township 111 North, Range 19 West, of the 5th Principal Meridian, Rice County, Minnesota; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1923.20 feet to the point of beginning of the line to be described; thence South 89 degrees 54 minutes 50 seconds East, a distance of 1913.21 feet; thence North 45 degrees 09 minutes 59 seconds East, a distance of 208.02 feet, and said line there terminating.

AND

Together with a 47.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 72.00 feet to the left of a line described as follows:

Beginning at the terminus of the last above described line; thence North 00 degrees 00 minutes 00 seconds West, a distance of 2448.70 feet, and said line there terminating.

DEPICTION OF PERMANENT AND TEMPORARY EASEMENT

