

TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this _____ day of _____, 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 Four Hundred Ninety and 00/100 Dollars (\$490.00) 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. Grantor owns the real property located in Northfield Township, Rice County, Minnesota, legally described on Exhibit A ("Grantor's Property"), which is attached hereto and incorporated herein by reference. The Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that portion of the Grantor's Property legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of this Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with road and sidewalk construction, which will include the construction of public roadway (the "Grantee's Work").

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

2. The Temporary Easement Area described above is depicted on the survey, 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 Temporary Easement described herein.
4. 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.
5. 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.

6. The Grantee shall have the right to trim, remove and keep the 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 granted to Grantee pursuant to this Temporary Easement.
7. The Grantor shall not erect, construct or locate in the Temporary Easement Area any new structure or object that was not in existence on the Effective Date of this Temporary Easement, which would prevent the Grantee's reasonable access to the Temporary Easement Area, without the written consent of the Grantee.
8. The Grantee shall restore, at Grantee's expense, any and all disturbed areas within the Temporary Easement Area 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 this Temporary Easement.
9. 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.
10. The provisions hereof shall inure to the benefit of and bind the parties hereto and the successors and assigns of the respective parties hereto.
11. The Grantor shall disclose to the Grantor's successors in title the existence of this Temporary Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Easement.
12. Grantor and Grantee agree to correct any legal descriptions or depictions 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.
13. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
14. 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.]

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

GRANTOR:

**EUGENE S. LYMAN TRUST DATED
DECEMBER 22, 1998**

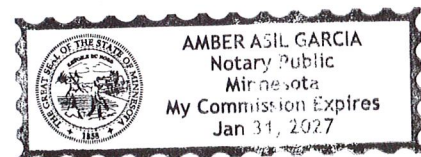
Eugene S. Lyman Trustee
Eugene S. Lyman, Trustee

Elaine G. Lyman Trustee
Elaine G. Lyman, Trustee

STATE OF Minnesota)
) ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 14 day of October, 2025, by Eugene S. Lyman and Elaine G. Lyman, as Trustees of the Eugene S. Lyman Trust dated December 22, 1998, Grantor.

Amber Asil Garcia
Notary Public



GRANTOR:

ELAINE G. LYMAN TRUST DATED
DECEMBER 22, 1998

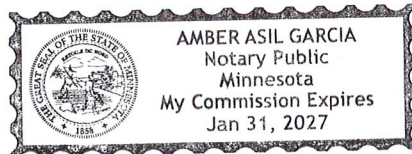
Eugene S. Lyman, Trustee
Eugene S. Lyman, Trustee

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

STATE OF Minnesota)
COUNTY OF Rice) ss.

The foregoing instrument was acknowledged before me this 14th day of October,
2025, 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

The real property referenced in this 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 TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A 15.00 foot wide temporary easement for construction purposes over, under and across that part of the Northwest Quarter of Section 8, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota, lying south of and adjoining the most south line of the herein described Parcel A. EXCEPT that part thereof lying within the existing road right-of-way of Hall Avenue.

Together with a 10.00 foot wide temporary easement for construction purposes over, under and across that part of the Northwest Quarter of Section 8, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota, lying east of and adjoining the east line of the herein described Parcel A.

Sidelines of the above described easements shall be prolonged to be contiguous with each other.

DEPICTION OF TEMPORARY EASEMENT

