

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement Agreement is made this 20 day of March, 20 25 (the "Effective Date"), by and between Northfield Equities LLC, a limited liability company organized under the laws of the State of Minnesota, 501 1st Street W., 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 One Thousand Seven Hundred Twenty-Five and 00/100ths Dollar (\$1,725.00) 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 the City of Northfield, 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 the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with a Trail and Spring Creek Road Project, which will include the construction of public trail, roadway, utility, and drainage facilities (the "Grantee's Work").

The Temporary Easement shall expire no later than the earlier of: (a) two (2) years following the date on which the contractor hired by the City to complete the Grantee's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) three (3) years from the date of this Agreement.

2. The Temporary Easement Area described above is depicted on the schematic drawing/map, Exhibit C, which is attached hereto and incorporated herein by reference. The Temporary Easement is identified as "Temporary Easement AA" in Exhibit C.
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, 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.

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 or prevent the Grantee's of the rights granted hereunder, 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 provisions hereof shall inure to the benefit of and bind the parties hereto and the successors and assigns of the respective parties hereto.
10. 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.
11. 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.
12. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work within the Temporary Easement Area. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
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 Temporary Easement 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.

[Remainder of page intentionally left blank.]

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

GRANTOR:

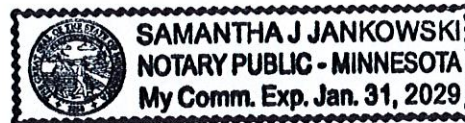
NORTHFIELD EQUITIES LLC

By: [Signature], Its President

STATE OF Minnesota
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 20th day of March, 2025, by Bradley Cornell as President of Northfield Equities LLC, a limited liability company organized under the laws of the State of Minnesota, Grantor.

[Signature]
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 GRANTOR'S PROPERTY

LEGAL DESCRIPTION:

All that part of the Southwest Quarter (SW 1/4) of Section 5, Township 111 North, Range 19 West of the Fifth Principal Meridian, described as follows, to-wit: Beginning at a point on the West line of the said Southwest Quarter (SW 1/4) 170 feet North where the center line of the Dennison Road (Sometimes called the road from Northfield to Prairie Creek) intersects the said West line thereof; thence East 157 1/2 feet; thence North parallel with the said West line 20 feet; thence East 90 feet; thence North 100 feet; thence West 247 1/2 feet; thence South 120 feet to the place of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

That part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying easterly of the right-of-way of Spring Creek Road and lying westerly of the following described line:

Commencing at the west quarter corner of said Section 5; thence South 00 degrees 24 minutes 51 seconds West (assumed bearing) on the west line of the Southwest Quarter of said Section 5, a distance of 474.41 feet to the north line of the parcel described in document number A743914 on file and recorded at the Rice County Records Office; thence South 89 degrees 35 minutes 45 seconds East on said north line, 42.98 feet to the beginning of the line to be described; thence South 00 degrees 26 minutes 57 seconds West, 119.72 feet to the south line of the parcel described in said document and said line there terminating.

DEPICTION OF TEMPORARY EASEMENT AREA

