

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement Agreement is made this 22 day of May, 2026 (the "Effective Date"), by and between John B. Dudley, as Trustee, or his successor in trust, of the John B. Dudley Revocable Trust dated July 31, 2024, 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 \$1.00 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, Dakota 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 the Mill Towns Trail Project, which will include the grading of land and construction of public trail facilities and appurtenances thereto within the Temporary Easement Area (the "Grantee's Work").

The Temporary Easement shall expire no later than the earlier of: (a) Sixty (60) days 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.
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 all 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, in addition to the Grantee's Work, 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 Work or 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, with the exception of the improvements resulting from the Grantee's Work, as, in Grantor's judgment, is reasonably practicable given the rights granted hereunder for the Grantee to perform the Grantee's Work. All disturbed areas outside the paved trail, shall be restored with seed and topsoil back to as close to original condition. 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 Grantee shall install a temporary construction fence, along the edge of the temporary easement along with no trespassing signage.
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. 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.
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 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.]*



**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 GRANTOR'S PROPERTY

#### LEGAL DESCRIPTION:

##### **Parcel 6**

That part of the Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 20, Township 112, Range 19, Dakota County, Minnesota described as follows:

Beginning at the southeast corner of said Southwest quarter (SW  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ); thence North 0°09'26" East (assumed bearing) along the east line of said Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) 1318.48 feet to a line parallel with and 150.00 feet southeasterly as measured at right angles from the centerline of the existing track of the Union Pacific Railway Co. line; thence South 62°56'53" West along said parallel line 1255.40 feet to the centerline of Canada Avenue, as traveled; thence easterly along said centerline 59.25 feet along a nontangential curve concave to the north having a central angle of 20°21'36", a radius of 166.73 feet and a chord that bears South 70°33'24" East; thence South 80°44'12" East, along said centerline, tangent to the last described curve, 91.95 feet; thence southeasterly along said centerline 117.02 feet along a tangential curve concave to the south having a central angle of 31°12'46" and a radius of 214.80 feet; thence South 49°31'26" East, along said centerline, 77.82 feet; thence South 47°13'41" East, along said centerline, 139.67 feet; thence southerly along said centerline 59.90 feet along a nontangential curve concave to the west having a central angle of 32°44'47", a radius of 104.81 feet and a chord that bears South 21°22'42" East; thence southerly along said centerline 86.99 feet along a nontangential curve concave to the west having a central angle of 17°18'49", a radius of 287.89 feet and a chord that bears South 7°40'20" West; thence South 23°25'37" West along said centerline 152.72 feet; thence southerly along said centerline 148.27 feet along a tangential curve concave to the east having a central angle of 21°17'36" and a radius of 398.96 feet; thence South 2°08'02" West along said centerline 115.16 feet to the south line of said Southwest quarter (SW  $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ), thence North 88°29'36" East along said south line 789.45 feet to the point of beginning.

**EXHIBIT B**

**LEGAL DESCRIPTION OF TEMPORARY EASEMENT**

**LEGAL DESCRIPTION:**

The temporary easement shall begin at the NE Corner of the intersection of the Right-of-Way for 320<sup>th</sup> St W and Canada Avenue. The temporary easement shall be 50 feet east of the east right-of-way line of Canada Avenue up to the historic iron bridge.

# EXHIBIT C

## DEPICTION OF TEMPORARY EASEMENT AREA

