

TEMPORARY CONSTRUCTION EASEMENT

Dakota County, a political subdivision of the State of Minnesota (“Landowner”), for and in consideration of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City of Hastings, a Minnesota municipal corporation (“City”) a temporary construction easement (“Temporary Construction Easement”) under, over, across, through and upon the following described land situated in the County of Dakota, State of Minnesota, to wit:

PROPERTY DESCRIPTION:

Real property in Dakota County, Minnesota, described as follows:

Lot 10, Block 1, Schumacher 2nd Addition, Dakota County, Minnesota.

Abstract Property

PID: 196660101100

(“Landowner’s Property”).

TEMPORARY CONSTRUCTION EASEMENT

Unless terminated earlier pursuant to this Agreement, this Temporary Construction Easement shall terminate on July 1, 2027.

The Temporary Construction Easement located on real property legally described on **Exhibit A**, (hereinafter the “Temporary Construction Easement Area”) attached hereto and incorporated herein by reference and depicted on **Exhibit B**, attached hereto and incorporated herein by reference, which shall be used for performing minor grading work, parking and staging of construction equipment and materials, restoring existing turf areas with seed and stabilization measures, or such other kind of activities as may be required for the construction of the City’s 2026 Neighborhood Infrastructure Improvements Project on Landowner’s Property.

EXEMPT FROM STATE DEED TAX

The rights also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Temporary Construction Easement Area at all reasonable times for the purposes of accessing and maintaining the Temporary Easement Area;
- (b) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, use and maintenance of the Temporary Easement Area, with prior approval from the owner;
- (c) To enter onto the Temporary Easement Area as needed in order to restore the Temporary Easement upon termination of this Easement.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property, the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Temporary Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

[Remainder of this page has been intentionally left blank]

CITY:
CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

**LANDOWNER:
DAKOTA COUNTY**

By: _____
Laurie Halverson, Chair
Dakota County Board of Commissioners

Attest:

Jeni Reynolds
Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on the _____ of _____, 2026, by Laurie Halverson, Chair of the Board of Commissioners for County of Dakota, a political subdivision of the State of Minnesota, and Jeni Reynolds, Clerk to the Board of Commissioner for the County of Dakota, on behalf of the County of Dakota.

Notary Public

This instrument drafted by
And after recording, please return to:

LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr.
Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION EASEMENT AREA

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES OVER, UNDER, AND ACROSS THAT PART OF LOT 10, BLOCK 1, SCHUMACHER 2ND ADDITION, ACCORDING TO THE RECORDED PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHWESTERLY 20 FEET OF THE SOUTHEASTERLY 26 FEET LYING SOUTHWESTERLY OF THE NORTHEASTERLY 111 FEET THEREOF.

SUBJECT TO ANY EASEMENTS AND ENCUMBRANCES OF RECORD.

Map Details:

- North Arrow:** Located at the top left.
- Scale Bar:** Shows distances of 0, 40, and 80 feet.
- Streets:** SHUMACHER, WHISPERING LANE, PLEASANT DRIVE, NORTH FRONTAGE ROAD.
- Lot 10:** The central focus of the map.
- Easement Areas:**
 - Proposed Perpetual Easement Area:** Shaded gray, labeled as 1414 SQUARE FEET.
 - Proposed Temporary Easement Area:** Hatched area, labeled as 4177 SQUARE FEET.
- Other Features:**
 - DRAINAGE AND UTILITY EASEMENT PER PLAT (indicated by dashed lines).
 - FOUND MONUMENT (represented by black dots).
 - SOUTHEASTERLY LINE OF LOT 10.
 - EAST CORNER OF LOT 10.
 - FOH (Frontage Offset Highway) labels.

LEGEND	
●	FOUND MONUMENT
[Gray Box]	PROPOSED PERPETUAL EASEMENT AREA 1414 SQUARE FEET
[Hatched Box]	PROPOSED TEMPORARY EASEMENT AREA 4177 SQUARE FEET