

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is by and between GARFIELD SQUARE, LLLP, a Minnesota limited liability limited partnership ("Grantor") and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

A. Grantor owns the real property located in St. Louis County, Minnesota legally described as follows (the "Property"):

Lots 257, 259 and 261, Block 58, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, EXCEPT minerals and mineral rights.

B. City will be reconstructing West Superior Street to (i) replace the existing roadway with a new bituminous road with curb and gutter; (ii) install new sidewalks, multi-use paths, improved street lighting and green space; and (iii) replace watermain and storm sewer (collectively, the "Project").

C. During the Project, City needs to temporarily use space outside of the right-of-way of West Superior Street for construction purposes.

D. City desires to temporarily use that portion of the Property legally described and attached on the attached Exhibit A (the "Temporary Construction Easement Area") for the Project and Grantor is willing to provide City with a temporary easement to do so.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. PERMISSION AND PROPERTY

A. Grantor grants and conveys to City, its successors and assigns, a non-exclusive, temporary construction easement to enter onto the Temporary Construction Easement Area with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the Project and related activities (the "Easement"). City, its employees, contractors, agents and subcontractors may enter onto the Temporary Construction Easement Area at all times for the purposes described above. From time to time during the Term (defined below), City's use of the Temporary Construction Easement Area may be exclusive as necessary to perform its construction activities and to protect the public.

B. City's use of the Temporary Construction Easement Area shall be limited to the purposes stated above.

C. The Easement shall extend to and bind the successors and assigns of Grantor and City and shall run with the land.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin September 1, 2025 and shall expire at the end of the day on December 31, 2028, or on such date that the Project is completed, whichever occurs first (the "Term").

III. LAWS, RULES AND REGULATIONS

During the Term, City will conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

V. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

VI. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

VII. AUTHORITY TO EXECUTE AGREEMENT

Grantor represents that it is the owner of the Temporary Construction Easement Area and the individuals signing below have the authority to execute this Agreement on behalf of Grantor.

VIII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed in counterparts, which together shall form one original.

IV. RECORDING OF AGREEMENT IN REAL ESTATE RECORDS

City may, in its discretion and at its sole cost, record this Agreement in the St. Louis County, Minnesota real estate records.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

GARFIELD SQUARE, LLLP

By: *Nancy Cashman*

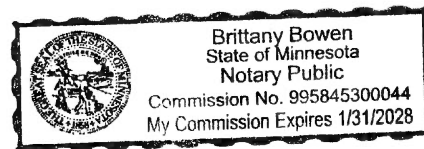
Printed Name: Nancy Cashman

Its: Exec. Dir.

STATE OF MINNESOTA)
) SS
COUNTY OF St. Louis)

This instrument was acknowledged before me this 2nd day of September, 2025 by Nancy Cashman, the Executive Director of GARFIELD SQUARE, LLLP, a Minnesota limited liability limited partnership.

Brittany Bowen
Notary Public



CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

Attest: _____
_____, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me this ____ day of _____, 2025 by Roger J. Reinert, the Mayor of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me this ____ day of _____, 2025 by _____, the City Clerk of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

Notary Public

This instrument was drafted by:
Office of the City Attorney
Room 410 City Hall
411 West 1st Street
Duluth, MN 55802-1198



Building a Better World
for All of Us®

EXHIBIT A

GARFIELD SQUARE LLLP
Proposed Temporary Construction
Easement Description
West Superior Street
SEH No. DULUT 171078

Temporary Construction Easement Description:

The southeasterly 5.00 feet of Lot 257, Block 58, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota;

TOGETHER WITH

The southeasterly 5.00 feet of Lot 261, Block 58, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota;

TOGETHER WITH

A parcel of land over, under, and across that part of Lot 259, Block 58, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota, described as follows:

Beginning at the most easterly corner of said Lot 259; thence North 48 degrees 21 minutes 53 seconds West, assigned bearing, along the northeasterly line of said Lot 259, a distance of 16.21 feet; thence South 41 degrees 38 minutes 15 seconds West a distance of 19.41 feet; thence South 18 degrees 00 minutes 04 seconds East, a distance of 9.15 feet to the southeasterly line of said Lot 259; thence easterly and northeasterly along the southeasterly line of said Lot 259 to the Point of Beginning and there terminating.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Chris A. Larsen, PLS
Minnesota License No. 45848

August 22, 2025
Date

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EASE Descriptions.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512
SEH is 100% employee-owned | sehinc.com | 218.279.3000 | 888.722.0547 | 888.908.8166 fax



0 30 60
scale 15 feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE ST. LOUIS COUNTY
TRANSVERSE MERCATOR COORDINATE
SYSTEM, NAD83 (1996 ADJ)

I hereby certify that this exhibit has been checked
and approved this 25th day
of AUGUST, 2025.

Signature: [Signature]
City Engineer

Printed Name: CINDY VOIGT Date: 8-25-25

BLOCK 58

DULUTH PROPER SECOND DIVISION

OWNER: GARFIELD SQUARE LLLP

NORTHERLY RIGHT OF WAY
LINE OF PIEDMONT AVENUE
PIEDMONT
AVENUE

SE'LY
5.00 FEET

SE'LY LINE OF LOT 259 &
SE'LY LINE OF BLOCK 58

S 41°38'15" W
19.41

S 18°00'04" E
9.15

N 48°21'53" W
16.21

P.O.B.
MOST EASTERLY CORNER OF
LOT 259, BLOCK 58, DULUTH
PROPER SECOND DIVISION

SE'LY
5.00 FEET

WEST SUPERIOR
STREET

TEMPORARY
CONSTRUCTION
EASEMENT
AREA =
0.020 AC. (853 S.F.)



EASEMENT EXHIBIT FOR: W SUPERIOR STREET RECONSTRUCTION

DULUTH,
MINNESOTA

SEH Project DULUT 171078

Drawn By BMG

Surveyed By JAH

Checked By CAL

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF MINNESOTA.

[Signature]
CHRIS A. LARSEN, L.S.

DATE 7-28-2025 LICENSE NO. 45848

