

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **Temporary Construction Easement Agreement** (this "*Agreement*") is made March 21, 2024 (the "*Effective Date*"), by and between Bharatlall & Ramona Motillal (Owners) and KRB Development VIII, a Minnesota limited liability company (KRB).

RECITALS

- A. KRB Development VIII the owner of that certain tract of land described as Outlot C, D & E Whispering Waters First Addition, Scott County, Minnesota ("KRB Property"), said property being contiguous to Lot 7 Block 1 Meadowbrook Run, Scott County, Minnesota ("Motillal Property"). The KRB Property and the Motillal Property referred to collectively as the "Project" or "Properties", and each a "Property".
- B. The Properties are depicted on the survey attached hereto as **Exhibit "A"** and made a part hereof.
- C. Owners have agreed to grant a temporary construction easement to KRB all for the benefit of the properties.

AGREEMENT

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 GRANT OF EASEMENT

1.01 Temporary Construction Easement. Owners hereby grants and conveys to KRB a temporary easement for access and passage over and across the following:

A 60.00 foot temporary easement for construction purposes over, under and across that part of Lot 7, Block 1, MEADOWBROOK RUN, according to the recorded plat thereof, Scott County, Minnesota lying 22.50 feet on the left side of and 37.50 feet on the right side of the following described line:

Commencing at southwest corner of said Lot 7, Block 1, MEADOWBROOK RUN; thence on an assumed bearing of South 89 degrees 04 minutes 45 seconds East, along the south line of said Lot 7, a distance of 22.50 feet to the point of beginning of said centerline to be described; thence North 0 degrees 18 minutes 20 seconds East a distance of 172.51 feet and said line there terminating.

Also, a 70.00 foot temporary easement for construction purposes over, under and across that part of

said Lot 7, Block 1, MEADOWBROOK RUN lying 35.00 feet on each side of the following described line:

Commencing at southwest corner of said Lot 7, Block 1, MEADOWBROOK RUN; thence on an assumed bearing of South 89 degrees 04 minutes 45 seconds East, along the south line of said Lot 7, a distance of 22.50 feet; thence North 0 degrees 18 minutes 20 seconds East a distance of 137.51 feet to the point of beginning of said line to be described; thence South 89 degrees 04 minutes 45 seconds East a distance of 391.07 feet to the east line of said Lot 7 and said line there terminating. The sidelines of the above described temporary easement are to be prolonged or shortened to terminate at said east line of said Lot 7.

Located on the Owners Property to the extent reasonably necessary for KRB, its assigns and successors to construct and/or maintain improvements upon Owners Property provided, however, that such construction easement shall be in effect only during periods when actual construction and/or maintenance is being performed, and shall remain in effect until **December 31, 2024** and provided further that the use of the Easement shall not unreasonably interfere with the use and operation of the Owners Property. KRB shall promptly pay all costs and expenses associated with work conducted on the Easement, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the Easement to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

ARTICLE II INSURANCE

KRB shall obtain and maintain insurance on the Easement area with at least the minimum insurance coverages set forth below:

(i) Workers' compensation insurance as required by applicable law or regulation and employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) for each accident for bodily injury.

(ii) Commercial general liability insurance covering all operations by or on behalf of the general contractor, including, without limitation, coverage for premises and operations, products and completed operations, contractual liability, property damage (including completed operations), explosion, collapse and underground hazards, personal injury and builder's risk, with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

(iii) Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than

One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability

Owners shall be named as an additional insured on KRB's policies and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days' prior written notice to Owners, as the case may be. Such insurance requirements shall terminate with the Easement.

ARTICLE III MISCELLANEOUS PROVISIONS

3.01 Time is of the Essence. Time is of the essence of this Agreement.

3.02 Amendment. Owners and KRB hereby agree that only upon the written consent of the parties hereto may this Agreement be amended, modified or terminated, or may any of the easements or easement areas be relocated, changed, altered, diminished or expanded, except as otherwise set forth herein.

3.03 Waiver. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

3.04 Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provisions, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall be affected thereby.

3.05 Binding Effect; Appurtenance. This Agreement shall be binding upon and insure to the benefit of the Owners and KRB and their respective successors and assigns, including successors in title. Notwithstanding the foregoing, each Owners and KRS (each, an "Owner") shall be responsible only for the obligations, indemnities, duties and liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to the Properties or portions thereof. Upon conveyance of the Properties or portions thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Property, or portion thereof conveyed, and the successor Owner

shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the KRB Property and shall run with title to, and be appurtenant to, such Properties.

3.06 Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Bharatlall & Ramona Motillal: Motillal's
2133 Pike Lake Road
Shakopee, MN 55379

If to KRB Development VIII: KRB Development VIII
% Rod Just
17021 Fish Point Road SE
Prior Lake, MN 55372

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of the mailing. The refusal to accept delivery or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

3.07 Remedies Cumulative. In addition to remedies set forth in this Agreement, each party shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word, including, without limitation, the right by a party to file a lien against the other party's property for amounts due hereunder and not paid. No remedy herein conferred upon, or reserved to any party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

3.08 Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on its Property.

3.10 Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

3.11 Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

3.12 Governing Law. This Agreement shall be construed in accordance with the laws of the state in which the Properties are located, without regard to conflicts laws or choice of law rules thereof.

3.13 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

3.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which, when taken together, shall constitute one and the same document.

3.15 Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the Properties shall at times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein. An party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Each party shall cause to be recorded a consent subordination of such party's lender subordinating its mortgage or deed of trust to this Agreement.

3.16 Consequential Damages. Notwithstanding anything to the contrary (express or implied) contained herein, under no circumstances whatsoever shall KRB or Owner ever be liable under this Agreement for first-party or third-party consequential damages, punitive damages, incidental damages, indirect damages, special damages, loss of profit, loss of business opportunity and loss of income.

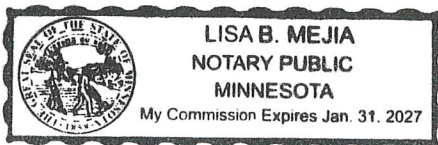
[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

By: Bharata
Name: Bharata III Motillal
Title: Owner

STATE OF Minnesota §
COUNTY OF Scott §

The foregoing instrument was acknowledged before me on March 27, 2024,
by Bharata III Motillal as Owner of 2133 Pike Lake Road.



Lisa B Mejia
Notary Public

My commission expires: January 31, 2027

KRB Development VIII, LLC
A Minnesota limited liability company

By: Rodney W Just

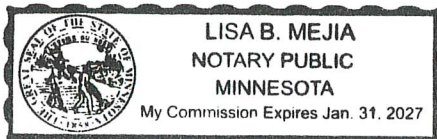
Name: Rodney W Just

Title: Chief Operating Officer

STATE OF Minnesota §

COUNTY OF Scott §

The foregoing instrument was acknowledged before me on March 26, 2024,
by Rodney Just, as COO of KRB Development VIII LLC, a Minnesota
limited liability company, on behalf of said company.



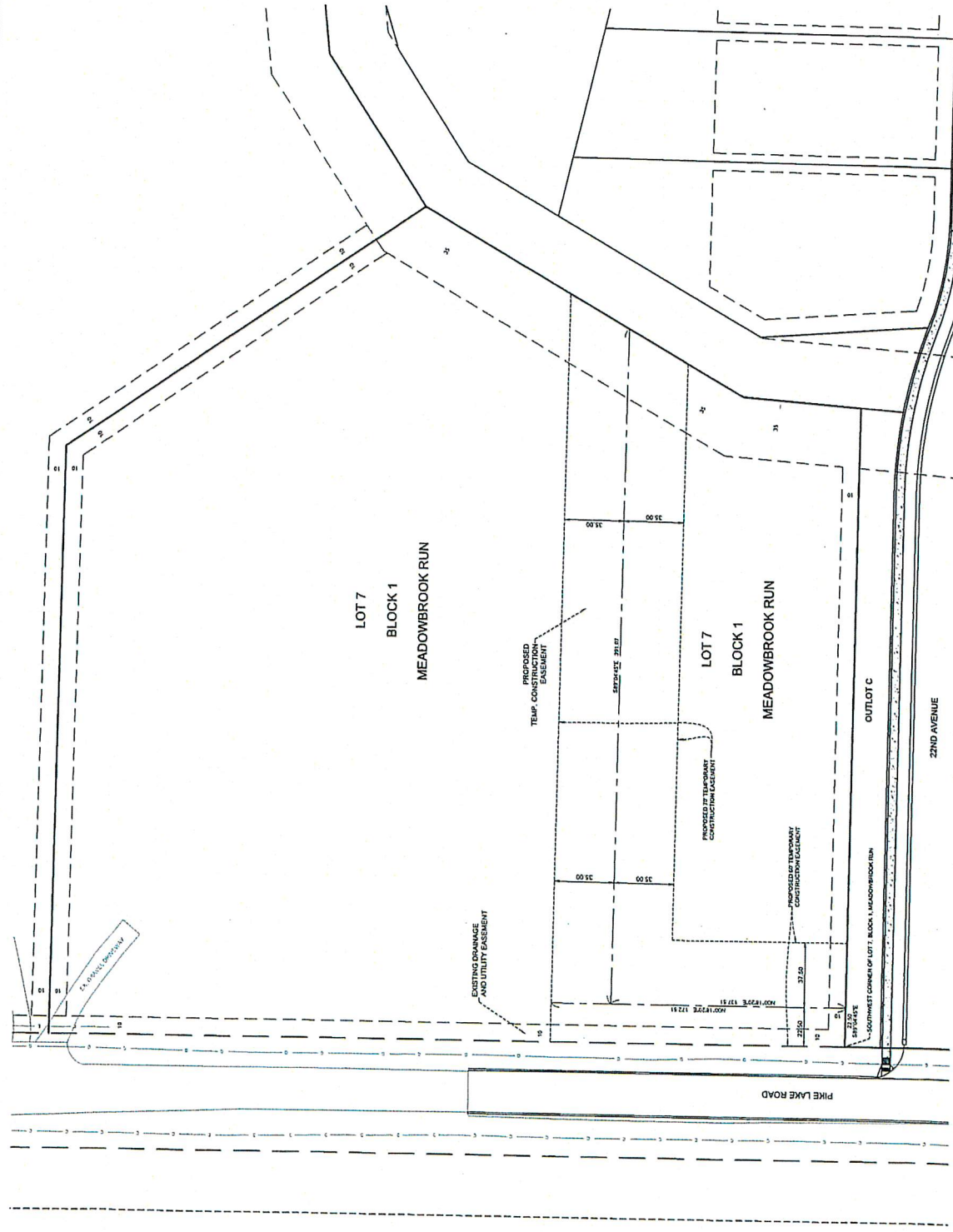
Lisa B. Mejia
Notary Public

My commission expires: Jan 31, 2027

This Document was drafted by Rodney W Just

[SEE EXHIBITS ON FOLLOWING PAGES]

Exhibit A



DENOTES PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT
LOT 7, BLOCK 1, MEADOWBROOK RUN

A 60.00 foot temporary easement for construction purposes over, under and across that part of Lot 7, Block 1, MEADOWBROOK RUN, according to the recorded plat on the subject of this map, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN.

Also, a 70.00 foot temporary easement for construction purposes over, under and across that part of Lot 7, Block 1, MEADOWBROOK RUN, according to the recorded plat on the subject of this map, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN, and the easement is to be used for the purpose of constructing a new building on the south side of said Lot 7, Block 1, MEADOWBROOK RUN.

The above temporary construction easements are set to expire on or before

PROBE ENGINEERING COMPANY, INC.
1000 EAST 146th STREET, BURNSVILLE, MINNESOTA 55337 PH (952) 432-3000

CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
WHISPERING WATERS SECOND ADDITION

SHAWOPEE, MINNESOTA

PREPARED FOR:
KRB DEVELOPMENT VIII, LLC
17021 FISH POINT ROAD
PRIOR LAKE, MN 55372

REVISIONS

NO.	DATE	DESCRIPTION
1	12/22/24	ISSUED FOR PERMIT

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF MINNESOTA.

James P. Dele

JAMES P. DELE, LICENSED LAND SURVEYOR, NO. 12006

RECORD

BOOK	PAGE	DATE	SCALE	BY
1	1	12/22/24	1"=40'	JPD