

TEMPORARY CONSTRUCTION EASEMENT

This Indenture is entered into this _____ day of _____, 2025, by and between **Gemini L.L.C.**, a Minnesota Limited Liability Company (“Grantor”), and the **City of Saint Paul**, a Minnesota municipal corporation (“Grantee”).

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor does hereby grant, sell, convey, transfer, and deliver unto Grantee, its contractors, subcontractors, successors and assigns, a non-exclusive Temporary Construction Easement (the “Easement”) over, under and across the real property described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “Easement Area”), for certain purposes including but not limited to entry, clearing, sloping, grading, and planting in conjunction with and during the construction of Grantee’s University Avenue Reconstruction Project (the “Project”) as it affects Grantor’s property located at 628 Pine Street in Saint Paul, Minnesota, Parcel Identification Number 31-29-22-14-0048 (the “Parcel”).

The Easement is granted in accordance with, and subject to, the following terms, conditions, requirements and limitations:

1. Easement Term: The Easement will be effective from May 1, 2026 through June 30, 2027.
2. Restoration: Grantee will restore the Easement Area at the end of the Easement term to a similar or improved condition than exists at the commencement of the Easement term.
3. Access: Grantee will access the Easement Area only from the University Avenue right-of-way.
4. Signage: Grantee may provide signage as needed to direct traffic flow past the Parcel.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the date and year first above written.

Gemini L.L.C.,
a Minnesota limited liability company
Grantor

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of Gemini L.L.C., a Minnesota limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

PREPARED BY AND UPON
RECORDING RETURN TO:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4th St., Rm. 1000
St. Paul, MN 55102
651-266-8850

EXHIBIT A

Description and Depiction of the Easement Area

A temporary construction easement, over and across the following described property:
Those portions of Lots 4 and 5, Block 2, and vacated portions of E. University Avenue (14th Street) adjacent to Lots 1, 2, and 3 in said Block 2, Paterson's Addition to the City of St. Paul, Ramsey County, Minnesota, described as follows, to-wit:

Beginning at the intersection of the South Right-of-Way line of E. University Avenue, as now located and constructed, with the West Right-of-Way line of Olive Street, according to the recorded plat thereof; thence Southerly along said West Right-of-Way line of Olive Street a distance of 229.00 feet to the point of intersection with the North Right-of-Way line of E. 13th Street according to the recorded plat thereof; thence Westerly along said North Right-of-Way line of E. 13th Street, a distance of 139.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance 116.0 feet; thence Westerly parallel with said North Right-of-Way line of E. 13th Street a distance of 14.0 feet; thence Northerly parallel with said West Right-of-Way line of Olive Street a distance of 4.0 feet to the beginning of a curve to the left, concave to the West, having a radius of 469.34 feet; thence Northerly along the arc of said curve to the point of intersection with said South Right-of-Way line of E. University Avenue; thence Easterly along said South Right-of-Way line to the point of beginning.

Said temporary easement being 5 feet wide, adjoining and lying southerly and southwesterly of said perpetual easements.

EXHIBIT A (continued)

Description and Depiction of the Easement Area