

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is entered into as of the date Grantor signs this Temporary Construction Easement (“Effective Date”) by and between Qwest Corporation, a Colorado corporation (“Grantor”), and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (“City”). Grantor and City shall sometimes be referred to in this Temporary Construction Agreement collectively as the “Parties”.

- 1. Grant of Temporary Easement.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor and City, and the further consideration of the covenants and agreements set forth below, Grantor does hereby grant, sell, convey, transfer, and deliver unto City, its contractors, subcontractors, successors and assigns, a non-exclusive Temporary Construction Easement (the “Easement”) over, under and across the real property legally 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, operation, sloping, grading, clearing, construction and storage of materials in conjunction with and during the construction of City’s Capital City Bikeway Project as it affects Grantor’s real property located at 59 Kellogg Boulevard West and 70 West 4th Street, St. Paul, MN 55102 (the “Parcel”).

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

- 1.1. Easement Term:** This Easement shall be effective from March 1, 2025 and expire on November 1, 2026.
 - 1.2. Consideration.** CITY shall pay to GRANTOR \$14,000.00 for the Easement.
 - 1.3. Restoration.** CITY shall restore the Parcel at the end of the Easement Term to the same or substantially similar condition that exists at the commencement of the Easement Term. If, in exercising its rights under this Easement, City materially and adversely damages or disturbs the Easement Area or Grantor’s adjacent property, or any of Grantor’s improvements on such adjacent property or Easement Area (including but not limited to such improvements as landscaping, curbing, vegetation, equipment, pavement), City shall, at its sole cost and expense, promptly after receiving notice of such damage or disturbance from Grantor, repair such damage or disturbance at City’s sole cost to Grantor’s reasonable satisfaction, reasonable wear and tear excepted.
- 2. As-is Acknowledgement.** City acknowledges that it conducted its own investigation of the Easement Area, and accepts the Easement Tract in its “As-Is,” “Where-Is” and “With-All-Faults” condition as of the Effective Date, and subject to all existing licenses, easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Easement Area or access to the same as of the Effective Date.
 - 3. Indemnification.** To the extent allowed by applicable law, including the application of Minnesota Statutes Chapter 466 (as amended) with respect to City, City shall indemnify,

defend and hold Grantor harmless from and against any and all claims, demands, losses, damages, penalties, fines, costs, expenses (including court costs and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to City's use or occupancy of the Easement Area, or arising in any manner out of the acts or omissions of City or its agents, employees, representatives, contractors or any other persons acting under their respective direction or control in connection with this Easement. City's obligations under this paragraph shall survive the expiration or termination of this Easement. Notwithstanding the foregoing in this paragraph, City's indemnification, duty to defend and hold harmless obligations under this paragraph shall not apply if any such claims, demands, losses, damages, penalties, fines, costs, expenses, liabilities and causes of action arise out of the negligence, acts or omissions of Grantor, for which Grantor shall be responsible.

4. **Suitable for Use.** City acknowledges that Grantor (or anyone on Grantor's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to the physical condition, characteristics and attributes of the Easement Area, the suitability of the Easement Area for any activities and uses which City may or plans to conduct on the Easement Area, and the compliance of or by the Easement Area with any applicable laws. Notwithstanding the foregoing in this paragraph, Grantor represents that to the best of its actual knowledge as of the Effective Date based upon the plans and specifications supplied by City to Grantor regarding its Capital City Bikeway Project as it affects Grantor's property and the Easement Area, the Easement Area is suitable for the City's reasonable use as permitted under this Temporary Construction Easement.
5. **Amendments.** Any alterations, variations, modifications, or waivers of provisions of this Temporary Construction Easement shall only be valid when they have been reduced to writing as an amendment to this Temporary Construction Easement and signed by the Parties.
6. **Agreement Complete.** The entire agreement between the Parties with respect to the subject matter of this Temporary Construction Easement is contained herein and this Temporary Construction Easement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Temporary Construction Easement are incorporated or attached and are deemed to be part of this Temporary Construction Easement.

IN TESTIMONY WHEREOF, Grantor has signed this Temporary Construction Easement this _____ day of _____, 2024.

Qwest Corporation, a Colorado Corporation

By: _____
Name: Jayne L. Hebrank
Title: Director of Real Estate

Signature Date: _____

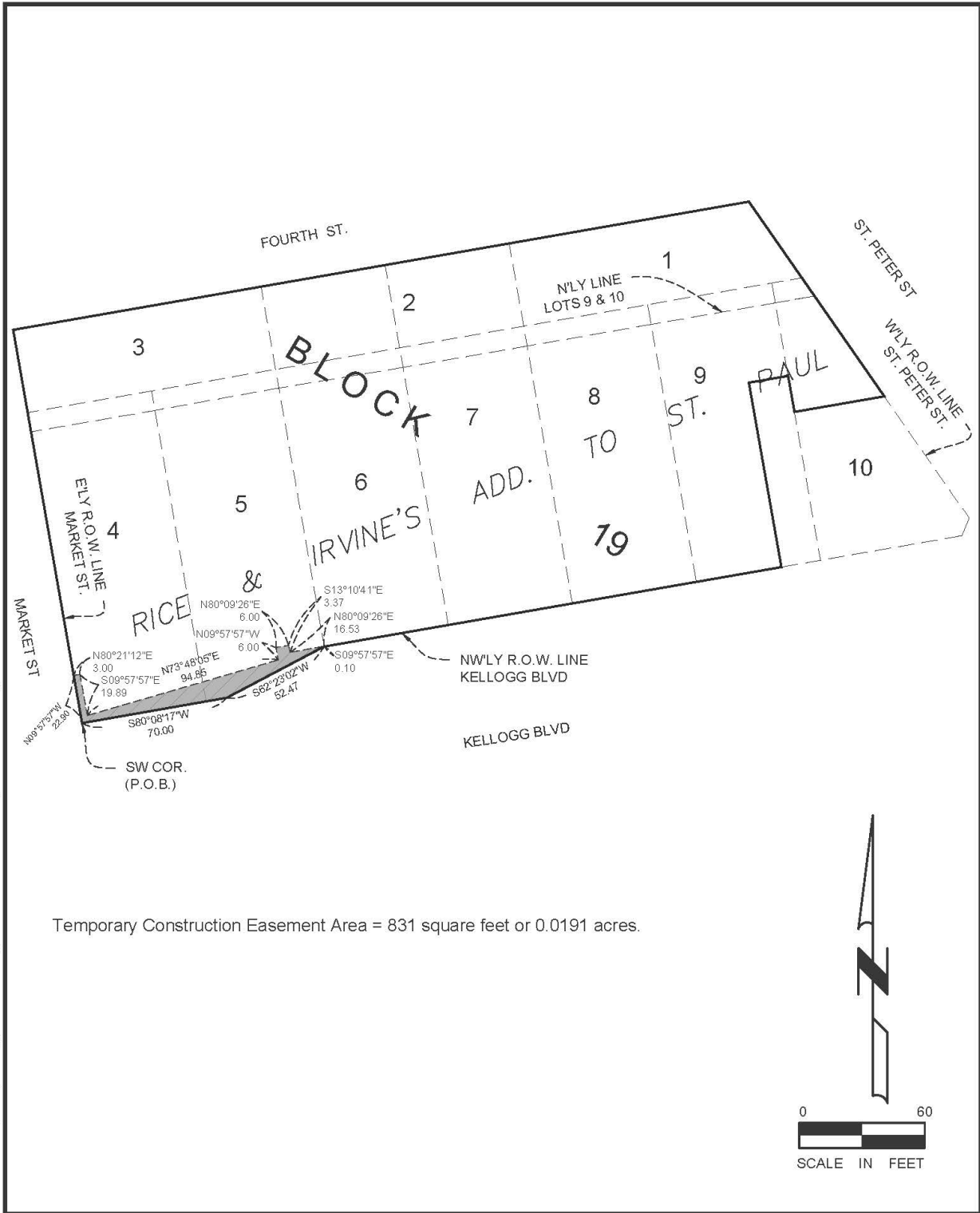
State of Colorado)
City and)ss.
County of Denver)

This record was acknowledged before me on _____, 2024 by Jayne L. Hebrank as Director of Real Estate of Qwest Corporation, a Colorado corporation, on behalf of the corporation.

(Notary’s Official signature)
(Title of Office) Notary Public

(Commission Expiration)

EXHIBIT A
Legal Description and Depiction of Easement Area



P:\2022.10.077 Capitol City Bikeway_Phase 2\05 Survey\AutoCAD\Sidewalk Easement_PID 062822130086.dwg

	PID 062822130086	SHEET 1 of 2
	Capitol City Bikeway - Temp. Construction Easement	PROJ. NO. 2022.10.077

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

An easement for temporary construction purposes lying over and across the following described property:

Lots 3, 4, 5, 6, 8 Block 19, Rice and Irvine's Addition

The Westerly half of Lot 7, Block 19, Rice and Irvine's Addition
The Easterly half of Lot 7, Block 19, Rice and Irvine's Addition

Lot 9, Block 19, Rice and Irvine's Addition, except the Easterly 18.98 feet of said Lot 9, and except the Easterly 29 feet of the Northerly 34.50 feet of said Lot 9, and except that part of said Lot 9 described as: Beginning at a point where the Easterly line of the alley in said Block 19 intersects the Northerly line of said Lot 9; running thence Easterly on said Northerly line, 8.50 feet more or less to a point distant 29 feet measured on said Northerly line Westerly from the Northeasterly corner of said Lot 9; thence Southerly on a line parallel with the Easterly line of said Lot 9, 34.50 feet; thence Westerly on a line parallel with the Northerly line of said Lot 9, 10.35 feet; thence Northerly parallel with the Easterly line of said Lot 9, 9 feet more or less to the Southerly line of said alley; thence Easterly on said Southerly line of said alley to the said Easterly line of said alley; thence Northerly on said Easterly line of said alley to the point of beginning.

All of Lot 1, Block 19, Rice and Irvine's Addition, except a strip off the southerly side thereof bounded and described as follows: Beginning at a point on the southerly line of said Lot 1, 27 feet westerly from the northwest corner of Lot 10 in said Block 19, thence northerly at right angles to first named line 1 foot, thence easterly parallel to said first named line 47.3 feet more or less to the westerly line of St. Peter Street, thence southeasterly along last named line to southerly line of said Lot 1 thence westerly along last named line 47.7 feet to beginning.

Lot 10, Block 19, Rice and Irvine's Addition, as follows: The Northerly 51 and 96 hundredths feet more or less of said Lot 10 occupied by the building known and designated as Nos. 315, 317 and 319 St. Peter Street, in the City of St. Paul, Minnesota.

Lot 1, Block 19, Rice and Irvine's Addition, commencing at a point on the Southerly line of said Lot 1, 27 feet Westerly from the Northwesterly corner of said Lot 10; thence Northerly at right angles 1 foot; thence Easterly and parallel to said first named line 47 and 3 tenths feet more or less to the Westerly line of St. Peter Street in said City of St. Paul, thence Southeasterly along the last named line to the Southerly line of said Lot 1; thence Westerly along the said last named line 47 and 7 tenths feet to the point of beginning.

Lot 9, Block 19, Rice and Irvine's Addition, Beginning at a point where the Easterly line of the alley in said Block 19 intersects the Northerly line of said Lot 9, running thence Easterly on said Northerly line of said Lot 9, 37 and one-half feet more or less to the Northeasterly corner of said Lot 9; thence Southerly on the Easterly line of said Lot 9, 34 and one-half feet; thence Westerly on a line parallel with the Northerly line of said Lot 9, 39 and 35 hundredths feet, thence Northerly parallel with the Easterly line of said Lot 9, 9 feet more or less to the Southerly line of said alley; thence Easterly on said last mentioned line to the Easterly line of said alley; thence Northerly on said last mentioned line to the point of beginning.


Commencing at a point on the Easterly line of said Lot 9, 34 and one-half feet Southerly from the Northeasterly corner of said Lot 9, for a point of beginning: thence Southerly along said Easterly line of said Lot 9, 17 and 46 hundredths feet to a point; thence Westerly at right angles 28 hundredths of a foot; thence Northerly 17 and 46 hundredths feet to a point distant Westerly 25 hundredths of a foot from the point of beginning; thence Easterly 25 hundredths of a foot to the point of beginning.

Said easement is described as follows:

Beginning at the southwest corner of said property; thence North 09 degrees 57 minutes 57 seconds West, assumed bearing along the easterly right of way line of Market Street 22.90 feet; thence North 80 degrees 21 minutes 12 seconds East 3.00 feet; thence South 09 degrees 57 minutes 57 seconds East 19.89 feet; thence North 73 degrees 48 minutes 05 seconds East 94.85 feet; thence North 09 degrees 57 minutes 57 seconds West 6.00 feet; thence North 80 degrees 09 minutes 26 seconds East 6.00 feet; thence South 13 degrees 10 minutes 49 seconds East 3.37 feet; thence North 80 degrees 09 minutes 26 seconds East 16.53 feet; thence South 09 degrees 57 minutes 57 seconds East 0.10 feet to the northwesterly right of way line of Kellogg Boulevard; thence South 62 degrees 23 minutes 02 seconds West along said line 52.47 feet; thence South 80 degrees 08 minutes 17 seconds West along said line 70.00 feet to the point of beginning and there terminating.

Containing 831 square feet or 0.0191 acres.

Apr 22, 2024 3:54pm P:\2022_10_077_Capitol City Bikeway_Phase 2\05_Survey\AutoCAD\Sidewalk_Easement_LID_062822130086.dwg

	PID 062822130086	SHEET 2 of 2
	Capitol City Bikeway - Sidewalk Easement	PROJ. NO. 2022.20.017