

TEMPORARY CONSTRUCTION EASEMENT

This Indenture is entered into this _____ day of _____, 2025, by and between **University Realty Limited**, a Minnesota corporation (“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 525 Lafayette Road in Saint Paul, Minnesota, Parcel Identification Number 32-29-22-23-0068 (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 and Lafayette Road 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.

University Realty Limited,
a Minnesota corporation
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 University Realty Limited, a Minnesota corporation, on behalf of the corporation.

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

Description:

A temporary construction easement, over and across the following described property:

All those parts of Lots 8, 9, 10, 11, 12 and 13 in Jarvis' Subdivision of Lot No. 3 of Bass' Addition of Out Lots to St. Paul and all that part of Lot 2, Bass' Addition of Out Lots to the town of St. Paul, according to the plats thereof on file and of record in the office of the County Recorder in and for said County, and all that part of vacated Waverly Place, and of vacated Westminster Street, lying within a boundary line described as follows:

Commencing at the point of intersection of the centerline of University Avenue and the hereinafter described line designated as "Line A"; thence Westerly along the centerline of University Avenue a distance of 131.56 feet to a point; thence Southerly at right angles a distance of 30 feet to a point on the Southerly line of University Avenue, said point being the point of beginning of the boundary line to be described; thence Easterly along the arc of a circle to the right tangent to the Southerly line of University Avenue at said point of beginning with a radius of 67 feet for a distance of 98.64 feet to a point; thence Southerly along a straight line tangent to said arc to the point of intersection with a line which runs from the Southeasterly corner of Lot 1, as platted, Grey and Cobbs Subdivision of Lot No. 6 in Bass's Addition to Out Lots to Saint Paul, to the Southeast corner of said Lot 10; thence Southerly in a straight line and along the Westerly line of Lafayette Road to the Northeast corner of said Lot 11; thence Southerly, along a straight line run from the Northeast corner of said Lot 11 to a point on the South line of said Lot 2 distant 14 feet West (measured at right angles to the East line of Lot 2) from the Southeast corner of said Lot 2, to the intersection of said straight line with the North line of the South 40 feet of said Lot 2; thence Westerly along the North line of the South 40 feet of said Lot 2 to its intersection with a line run 184 feet Easterly of and parallel with the Westerly line of said Lot 2; thence Northerly along said parallel line and its Northerly extension to a point 20 feet Northerly of the South line of said Lot 13; thence Northwesterly in a straight line to a point on a line run 14 feet Easterly of and parallel with the West line of said Lot 13, said point being 62 feet Northerly, as measured along said parallel line, of the South line of said Lot 13; thence Northerly along said last mentioned parallel line and its Northerly extension to its intersection with the centerline of vacated Waverly Place; thence Westerly along said centerline a distance of 14 feet to its intersection with the Southerly extension of the Westerly line of said Lot 10; thence Northwesterly in a straight line to a point on the Southerly line of University Avenue that is distant 24 feet Westerly of the Easterly line of said Lot 8; thence Easterly along the Southerly line of University Avenue to the point of beginning.

"Line A"

Commencing at the intersection of the centerline of Grove Street with the original centerline of Lafayette Road; thence Northerly along the said centerline of Lafayette Road a distance of 531.17 feet; thence continuing Northerly on the extended aforesaid centerline for a distance of 309.64 feet to a point and there terminating.

EXHIBIT A (cont'd)

Said temporary easement lying northerly, northeasterly and easterly of the following described line: Beginning at the northwest corner of said property: thence South 13 degrees 40 minutes 50 seconds East along the west line of said property 9.35 feet; thence North 89 degrees 32 minutes 46 seconds East 0.40 feet; thence South 87 degrees 38 minutes 56 seconds East 5.93 feet; thence North 89 degrees 48 minutes 51 seconds East 87.29 feet; thence South 85 degrees 02 minutes 28 seconds East 40.20 feet to a line drawn 5 feet southwesterly of the northeasterly line of said property; thence southeasterly and southerly along said parallel line to a line drawn westerly, at right angles to the east line of said property, from a point on said east line distant 16.02 feet south of the northeast corner of said Lot 11; thence easterly 5.00 feet to said point and there terminating. EXCEPT that part described as perpetual sidewalk, drainage and utility easement.

Depiction:

