
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PREPARED BY AND WHEN
RECORDED MAIL TO:
Sherman Associates, Inc.
233 Park Avenue South
Suite 201
Minneapolis, MN 55415**

GRANT OF TEMPORARY UTILITY EASEMENT

THIS GRANT OF TEMPORARY UTILITY EASEMENT (this "Grant") is given as of the ____ day of June, 2012, by **WEST SIDE FLATS URBAN DEVELOPMENT LLC**, a Minnesota limited liability company ("West Side Flats"), for the benefit of the **CITY OF SAINT PAUL PUBLIC WORKS** ("the City").

R E C I T A L S

A. West Side Flats is the fee owner of certain real property located in the City of Saint Paul, Ramsey County, Minnesota ("West Side Flats Property") that is encumbered by certain easements as described and shown on Exhibit A attached hereto (the "Existing Easements") for certain utility facilities (the "Existing Utility Facilities").

B. West Side Flats plans to redevelop the West Side Flats Property into an apartment project, with parking and related improvements (the "West Side Flats Improvements"), and in connection with such redevelopment, West Side Flats will relocate the Existing Easements.

C. In consideration of the City's agreement to release the Existing Easements and allow for the relocation of the Existing Easements (the "Relocated Easements"), West Side Flats has agreed to create and grant temporary non-exclusive utility easements (the "Temporary Easements")

allowing the Existing Facilities to remain in their current locations as depicted on Exhibit B attached hereto (the “Temporary Easement Areas”) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, West Side Flats agrees as follows.

ARTICLE 1

DEFINITIONS

Terms defined in the recitals of this Grant shall have the meanings set forth therein.

ARTICLE 2

EASEMENT

2.1 **Grant of Easement.** West Side Flats hereby grants Temporary Easements to the City over and upon the Temporary Easement Areas, subject to the terms and conditions set forth herein.

2.2 **Duration of Easement.** The Temporary Easements shall terminate on the date that the Relocated Easements are operational, as evidenced by a Termination of Temporary Utility Easement executed by West Side Flats and recorded in the real estate records of Ramsey County, Minnesota.

ARTICLE 3

GENERAL PROVISIONS

3.1 **Time.** Time is of the essence of this Agreement and each and all of its provisions.

3.2 **Law Applicable.** This Grant shall be governed by and construed under the laws of the state of Minnesota.

3.3 **Counterparts.** This Grant may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

**SIGNATURE PAGE TO
GRANT OF TEMPORARY UTILITY EASEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

WEST SIDE FLATS URBAN DEVELOPMENT
LLC, a Minnesota limited liability company

By: _____
Name: George E. Sherman
Its: President and Chief Manager

[illegible]

This instrument was acknowledged before me this ____ day of June, 2012, by George E. Sherman, President and Chief Manager of West Side Flats Urban Development LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT A

Description and Depiction of Existing Easements

EXHIBIT B

Temporary Easement Areas