

DRAFT

TEMPORARY RIGHT-OF-ENTRY PERMIT

This is a TEMPORARY RIGHT-OF-ENTRY PERMIT (“Permit”), dated as of the ____ day of _____, 20____ (the “Effective Date”), between the **City of Saint Paul** a Minnesota municipal corporation (“City”), whose address is 25 West 4th Street, Saint Paul Minnesota, 55102, and _____ [Alter entity] (“Alter”), whose address is 801 Barge Channel Road, Saint Paul, Minnesota 55107.

WHEREAS, Alter owns land located at 801 Barge Channel Road, Saint Paul, Minnesota, (the “Access Property”) which is adjacent to land owned by the City located at _____ (“City Property”); and

WHEREAS, the City seeks to obtain from Alter a temporary permit (the “Temporary Permit”) for its contractor to use the Access Property, as shown on the attached Exhibit A, for the purpose of accessing the adjacent City Property, to construct a portion of the Robert Piram Regional Trail (the “Trail”); and

WHEREAS, Alter wishes to grant the Temporary Permit to the City, subject to any and all conditions as set forth herein; and

WHEREAS, Alter wishes to cooperate in, and does not wish to delay, the City’s construction work on the Trail.

NOW, THEREFORE, Alter hereby grants permission to the City, for itself and its contractors and agents, to enter upon the Access Property for the sole purpose of vehicle access to the City Property to construct the Trail, subject to the following conditions:

1. Manner of Access. The City, and its contractors and agents, shall perform such access and construction activities in a safe and professional manner, and shall minimize its impact on Alter’s ongoing business and use of the Access Property, including complying with all reasonable requests by Alter regarding security, access times and procedures to protect Alter’s business security and convenience. Exhibit A illustrates the City’s construction access route and site restoration elements on Alter property including fencing, areas of grading, and vegetation.
2. No Waiver of Possession or Use. Alter retains, and does not waive, any and all rights it possesses in connection with its continued uses of the Access Property which do not conflict with the rights granted to the City in this Temporary Permit.
3. Subject to All Other Legal Requirements. This Temporary Permit and the City’s project to construct the Trail shall be subject to, and the City shall comply with, any other applicable licensing and permit requirements of the City of Saint Paul and all other pertinent

government agencies or entities.

4. Term. The effective date of this Temporary Permit shall begin on the Effective Date and shall expire on the earlier of a) the completion of the construction for which the City requires this Temporary Permit, or b) _____ (the “Expiration Date”).

5. Indemnification and Restoration. The City agrees that it will be responsible for its own acts and the results thereof due to the City’s or its contractors’ or agents’ use of the Access Property, exercise of rights under, or violation of this Temporary Permit (collectively, “City Acts”). The City agrees to indemnify, defend and hold Alter harmless from and against all claims, damages or losses that are caused by City Acts. If the Access Property is damaged by the City or its contractors or agents, the City shall repair the damage and restore the affected areas to their previous condition prior to the Expiration Date.

The above terms and conditions are hereby accepted and agreed to:

[Alter Entity] (need to confirm correct entity to sign)

By: _____ Date: _____
Name

By: _____ Date: _____
Name

City of Saint Paul

By: _____ Date: _____
Michael Hahm
Director of Parks and Recreation

18580335v5

EXHIBIT A
DEPICTION OF ACCESS PROPERTY