TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is entered into this _____ day of November, 2025 by and between **AB Center Owner, LLC**, a limited liability company under the laws of the State of Minnesota ("Grantor"), and the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in further consideration of the covenants and agreements set forth below, Grantor does hereby grant and deliver unto Grantee, its contractors, subcontractors, successors and assigns, a non-exclusive, Temporary Construction Easement (the "Easement") over and across the portion of the real property owned by Grantor located at 0 6th Street East, Saint Paul Minnesota 55101, that is depicted on the attached Exhibit A (the "Easement Area"), for the purposes of construction access, staging and restoration in conjunction with and during the construction and improvements of Osborn Plaza located at 376 Wabasha Street North, Saint Paul, Minnesota, 55102 (the "Project").

As consideration for the grant of this Easement, the Grantee agrees that it shall be responsible for all losses, damages, causes of action, claims, liabilities, cost and expenses resulting from any negligence or misconduct committed by Grantee (or any of its agents, contractors or others employed or engaged by Grantee or its contractors in connection with this Easement) while performing the activities covered by this Agreement, including, without limitation, those arising from injury to persons or damage. Grantee also agrees to restore Grantor's real property and the improvements thereon, if any, to pre-existing condition on or prior to the Termination Date (as hereinafter defined).

Grantee also agrees, subject to the limitations of this Agreement, all activities performed in connection with the Easement and the Project shall be conducted in compliance with any and all applicable federal, state, provincial and local laws, rules and regulations for the duration of the easement term.

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

1. Easement Term: This Easement shall be effective on November 10, 2025, and expire on December 31, 2026 (the "Termination Date").

2. Restoration: On or prior to the Termination Date, Grantee will (i) restore the Easement Area to the same or similar condition that existed at commencement of the Easement term, and (ii) remove from the Easement Area any construction equipment, tools, machinery, materials, or other items brought onto the Easement Area and any debris resulting from the Project. The foregoing obligations shall survive the Termination Date and the termination of this Easement.

3. Limitation on Activities within Easement Area: Notwithstanding anything in this Easement to the contrary, Grantee shall use commercially reasonable efforts (i) to

cooperate with, and minimize disruption to, the operations, if any, of Grantor, its tenants, contractors, subcontractors and agents, and any ongoing business operations (whether by existing tenants or otherwise) on and within Grantor's property, and (ii) to not use the Easement Area in a way that blocks or prevents Grantor's ability to open the door to Grantor's property that is adjacent to the Easement Area. Grantor reserves for itself, its successors, and assigns, the right to use the Easement Area for any purpose which is not inconsistent with Grantee's use of the Easement Area as contemplated herein.

4. Automatic Termination: As of the Termination Date, Grantee's rights under this Agreement shall automatically terminate without any further action of Grantor and/or Grantee.

5. Multiple Counterparts: This Agreement may be executed and delivered in multiple counterparts, all of which taken together shall be one and the same instrument binding against all parties when all have so executed and delivered.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

AB Center Owner, LLC,
a Minnesota limited liability company

By: _____
David Higgins
Its: President

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

CITY OF SAINT PAUL

By _____
Its Mayor or Authorized Designee

Approved as to form

_____
Assistant City Attorney

And by _____
Its Interim City Clerk

And by _____
Its Interim Director, Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor or Authorized Designee of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the City of Saint Paul.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Interim City Clerk, of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the City of Saint Paul.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Interim Director, Office of Financial Services of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the City of Saint Paul.

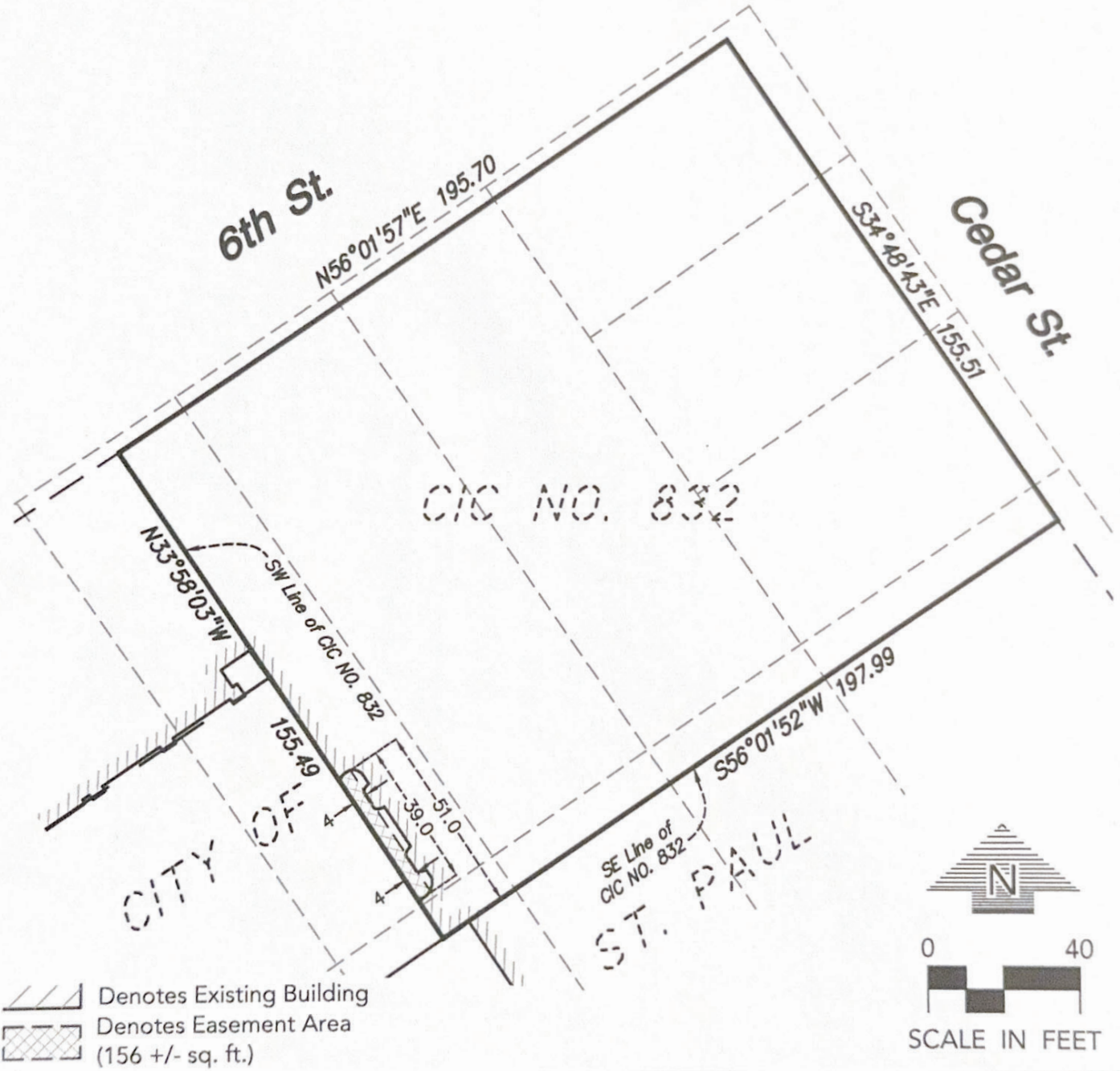
_____
Notary Public

EXHIBIT

Cedar Street Temporary Easement

November 11, 2025

The southwest 4.00 feet of the northwest 39.00 feet of the southeast 51.00 feet of Common Interest Community No. 832, a planned community, ALLIANCE BANK CENTER PARKING CIC, Ramsey County, Minnesota.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS License No. 48988 11/11/25 Date

LOUCKS

Loucks Project No. 250223

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