

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT"), made this _____ day of _____, 2015, by and between Fredric G. Schmidt and Deanne L. Magnuson, their successors and assigns, ("Grantor"), and the City of Saint Paul ("Grantee"), a Minnesota municipal corporation, its successors and assigns.

I. RECITALS

- A. Grantor is the owner of certain real property located in St. Paul, Ramsey County, Minnesota, depicted on Exhibit A attached hereto and made a part hereof (the "Burdened Property").
- B. Grantor agrees to grant to Grantee a non-exclusive temporary easement for ingress and egress for the purposes of construction as part of the Sherman Tunnel Sewer Repair Project over and across a portion of the Burdened Property which is the former Sherman Street (vacated) as generally depicted on Exhibit A to the Purchase Agreement ("Easement Area"). Said easement is set to expire on June 30, 2016.
- C. In exchange for the granting of the temporary easement, the Grantor will be compensated for the sum of \$5240.00 in advance of Grantee accessing the subject property. If the project continues access beyond June 30, 2016, Grantor will be notified 30 days in advance and will be compensated at the established monthly rate of \$655.00.

II. AGREEMENT

- 1. Recitals. The recitals set forth in Article I above are hereby incorporated into and made a part of this Agreement for all purposes.
- 2. Grant of Easement. For good and valuable consideration, to the Grantor in its hand paid and the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee a Temporary Construction Easement ("Easement") over, under and across the Burdened Property, which Easement and the Easement Area as depicted on Exhibit A attached hereto are made a part hereof.
- 3. Uses. It is further understood and agreed that Grantor does hereby grant to the Grantee the Easement for the limited purposes of access to storm sewer purposes to, inspect, construct, maintain, repair, alter, reconstruct, replace, storage of project related materials, and remove its sewer facility, in connection with and during the construction of the Sherman Tunnel Project. in Saint Paul, Minnesota, subject to termination as set forth below.

4. Maintenance. The Easement Area will be maintained by Grantee to maintain a reasonable basis for vehicle and walking access to the property at 300 Ryan Avenue, including snow removal, clearing of the adjacent sidewalks, and snow shoveling the walks and deck to the doorway facing south.

5. No Public Dedication or Other Uses. This Agreement is not intended to grant or dedicate any portion of the Easement Area to or for use by the general public for any purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes herein expressed.

6. Indemnification. The Grantee, and its successors and assigns, hereby agrees to defend, indemnify and hold Grantor, and its successors and assigns, harmless from and against any and all third party claims, actions and liabilities relating to the loss of life, bodily injury, and/or property damage to the extent not caused by the Grantor but caused as a result of any intentional acts or negligence by the Grantee in connection with use of the Easement and Easement Area under this Agreement.

7. Insurance. Grantee will provide proof of its self-insurance for General Liability per Minnesota Statutes.

8. Notices. Any notice required to be made or to be given to the Parties must be in writing and must be addressed to:

Grantor: Fred Schmidt
300 Ryan Avenue
St. Paul, MN 55102

Grantee: City of Saint Paul
Department of Public Works
25 W. 4th Street, Suite 1500
Saint Paul Mn. 55102

9. Termination. The Easement granted herein automatically terminates on June 30th, 2016, without either Party taking any additional steps, unless extended by written agreement of both Grantor and Grantee.

(Signatures appear on following page)

GRANTOR:

By: _____

Date: _____

By: _____

Date: _____

GRANTEE:

By: _____
Mayor or Deputy Mayor

Date: _____

By: _____
Director Financial Services

Date: _____

By: _____
Department of Public Works

Date: _____

By: _____
City Clerk

Date: _____

City Attorney (Form Approval)

