

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Easement Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota (“Grantor”), and the **PORT AUTHORITY OF THE CITY OF SAINT PAUL**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“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 (“Easement”) over, under and across a portion of the real property located at 2115 Hoyt Avenue East, Saint Paul, Minnesota, PID: 232922120007, (“Parcel”), owned and controlled by Grantor and legally described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Easement, legally described and depicted in Exhibit B, attached hereto and incorporated herein by reference (the “Easement Area”), for certain purposes, including but not limited to, construction, operation, and maintenance of a stormwater pond and all other appurtenant facilities, further described on Exhibit C (“Improvements”) as it affects 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 until such time as the Grantor secures a permanent easement agreement for care and maintenance of the Easement Area and provides written notice to Grantee that such permanent easement has been secured.
2. Consideration: Grantee will pay to Grantor Five Hundred and No/100 Dollars (\$500.00) for the Easement.
3. Compensation for Permanent Easement:  
Upon determination of the final permanent easement area to be conveyed to the City of Saint Paul, the Grantee shall pay to the Grantor an amount equal to Seven and No/100 Dollars (\$7.00) per square foot, applied to the total square footage of the final permanent easement area as approved by the City of Saint Paul. This payment shall represent fair market compensation for the permanent use of Grantor’s property and shall be due within thirty (30) days following written notice from the Grantor specifying the final square footage and total payment amount owed.
4. Improvements: Provided that Grantee has obtained all City, County, State, or other governmental site plan or other approvals Grantee is required or elects to obtain in connection with the construction of the Improvements (the “Approvals”), Grantee will construct certain Improvements within the Easement Area as described and depicted in Exhibit C. Any changes to the Improvements must be reviewed and approved by the General Manager or their designated representative on behalf of the Grantor.

Construction of such appurtenant facilities may not commence until acknowledgment of such approval is received.

5. Maintenance: Grantee agrees to maintain any and all Improvements throughout the Term of this Easement to a standard that is consistent with the Grantee's maintenance of its other similar infrastructure in The Heights development.
6. Termination: If this Easement Agreement is terminated by the Grantee prior to the Grantor securing a permanent easement agreement, or if terminated for any other reason, the Grantee shall, at its sole expense, promptly restore the Easement area to its original condition, including removal of all Improvements and repair of any disturbance to the Parcel, to the reasonable satisfaction of the Grantor. The Grantor's acknowledgment of termination shall not be issued, nor shall the Easement be deemed released of record, until such restoration has been completed and accepted by the Grantor.

The parties acknowledge that upon acceptance by the Saint Paul City Council of the Ordinance Permit for the Improvements, title to and responsibility for the Improvements shall be transferred to the City of Saint Paul, and Grantee shall have no continuing responsibilities or obligations relating to the Improvements after the termination of this Easement.

7. Restoration: Upon completion of construction, Grantee shall restore all areas of the Parcel not occupied by permanent Improvements to substantially the same condition as existed prior to construction, including but not limited to grading, compaction, seeding, and replacement of pavement or landscaping.
8. Grantor's Rights of Access: Grantor retains the right of access to the Parcel and Easement Area at all times for inspection, operation, maintenance, and emergency purposes. Nothing herein shall impair or interfere with Grantor's use of its property or existing utility facilities.
9. Insurance:
  - (a) Grantee shall obtain and maintain the following insurance to protect the parties against insurable claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Grantee's use of the Leased Premises:
    - (1) General Liability Insurance
      - a. Bodily Injury                   \$1,500,000 each occurrence  
  \$3,000,000 aggregate
      - b. Property Insurance       \$1,500,000 each accident  
  \$3,000,000 aggregate
      - c. These limits may be satisfied by the commercial general liability coverage or in combinations with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.



policies shall include the Grantor and the City of Saint Paul as additional insured and shall provide that it will be the primary coverage.

10. Indemnification: To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its officials, employees, and agents from any claims, damages, or losses arising out of or related to its breach of this Easement, or its negligence, intentional misconduct arising in connection with this Easement.
11. Compliance with Laws: All activities undertaken by Grantee pursuant to this Easement shall comply with all applicable federal, state, and local laws, regulations, and permit requirements.
12. Assignment: Grantee shall not assign or transfer its rights under this Easement without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion, except that Grantee may permit contractors and subcontractors to enter the Easement Area for purposes of performing the Improvements.
13. Miscellaneous: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be construed and governed by the laws of the state of Minnesota. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

**GRANTOR SIGNATURE PAGE  
FOR  
TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTOR**

**BOARD OF WATER COMMISSIONERS OF  
THE CITY OF SAINT PAUL**

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF Ramsey    )

The instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_  
Notary Public

**GRANTEE SIGNATURE PAGE  
FOR  
TEMPORARY CONSTRUCTION EASEMENT**

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

**GRANTEE**

**PORT AUTHORITY OF THE CITY OF SAINT PAUL**

By \_\_\_\_\_  
Todd P. Hurley, President and CEO

By \_\_\_\_\_  
Michael J. Solomon, CFO

Reviewed and Approved as to form:

By \_\_\_\_\_  
Port Authority General Counsel

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF Ramsey    )

The instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description of Parcel

DRAFT

**EXHIBIT B**

Legal Description of Easement Area

DRAFT

**EXHIBIT C**

**Description of Improvements**

DRAFT