

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **Donerly, Inc.**, a corporation 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, sell, convey, transfer, and deliver unto Grantee, its contractors, subcontractors, successors and assigns, a non-exclusive Temporary Construction Easement (the “Easement”) over, under and across the real property located at 0 9<sup>th</sup> Street East and 81 9<sup>th</sup> Street East as depicted on the attached Exhibit A and B (the “Easement Area”), for certain purposes including but not limited to access, buffer, staging, construction, restoration and safety purposes, related to the Minnesota Street Reconstruction project.

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 April 1, 2025 and expire on August 31, 2025. Grantee agrees to terminate its easement rights prior to the expiration date in the event its contractor finishes the demolition project early.
2. Consideration: Grantee will pay to Grantor **44,344.00** for the easement.
3. Restoration: Grantee will restore the easement area to the same or similar reasonable condition that existed at commencement of the easement term;
4. Donerly Inc. property adjacent to the easement area can not be accessed with project related construction vehicles without prior permission from the ownership of Donerly Inc.

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

**DONERLY, INC.**  
**GRANTOR**

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

Its \_\_\_\_\_